

MURPHY CITY COUNCIL AGENDA  
REGULAR CITY COUNCIL MEETING (COUNCIL CHAMBERS)  
MARCH 1, 2016 AT 6:00 PM  
206 NORTH MURPHY ROAD  
MURPHY, TEXAS 75094



Eric Barna  
Mayor

Scott Bradley  
Mayor Pro Tem

Owais Siddiqui  
Deputy Mayor Pro Tem

Ben St. Clair  
Councilmember

Betty Spraggins  
Councilmember

Sarah Fincanon  
Councilmember

Rob Thomas  
Councilmember

James Fisher  
City Manager

Susie Quinn  
City Secretary

NOTICE is hereby given of a meeting of the City Council of the City of Murphy, Collin County, State of Texas, to be held on March 1, 2016 at Murphy City Hall for the purpose of considering the following items. The City Council of the City of Murphy, Texas, reserves the right to meet in closed session on any of the items listed below should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

**1. CALL TO ORDER**

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

**3. ROLL CALL & CERTIFICATION OF A QUORUM**

**4. PUBLIC COMMENTS**

**5. CONSENT AGENDA**

All consent agenda items are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and voted on separately.

- A. Consider and/or act on the February 16, 2016 regular meeting minutes.
- B. Consider and/ or act on the application Stacy McVey, Double Eagle Properties, LLC requesting approval of construction plat for a single story retail center on property zoned PD (Planned Development) District No. 09-12-823 on property located at the southwest corner of FM 544 and Brand Road.

**6. INDIVIDUAL CONSIDERATION**

- A. Consider and/or act on the City of Murphy 2015 Combined Annual Financial Report.
- B. Consider and/or act on the park dedication fees owned by Murphy Meadows, PD (Planned Development) No. 15-09-1001 on property located at the southwest corner of Betsy Road and McCreary Road.
- C. Consider and/or act on the bids for Central Park Food Truck Court and parking lot extension and authorize City Manager to execute the contract.
- D. Consider and/or act on an extension of the South Maxwell Creek Trunk Sewer Line and authorize the City Manager to execute the amended agreement.

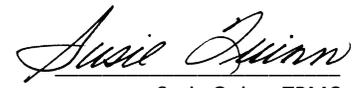
- E. Consider and/or act on an external audit for the City's water meter system.
- F. Discussion on the copper and lead water monitoring report.
- G. Discussion regarding standardizing the speed limit on Betsy Lane between Dublin Road and McCreary Road.
- H. Discussion regarding Tibbals Elementary and the City Ordinance Sec. 20.03.047 Speed through school zones (f).

**7. CITY MANAGER/STAFF REPORTS**

- A. Timbers Nature Preserve
- B. Betsy Lane Road Widening Project
- C. South Maxwell Creek Parallel Trunk Sewer Line
- D. North Murphy Road

**8. ADJOURNMENT**

I certify that this is a true and correct copy of the Murphy City Council Meeting Agenda and that this notice was posted on the designated bulletin board at Murphy City Hall, 206 North Murphy Road, Murphy, Texas 75094; a place convenient and readily accessible to the public at all times, and said notice was posted on February 26th by 5:00 p.m. and will remain posted continuously for 72 hours prior to the scheduled meeting pursuant to Chapter 551 of the Texas Government Code.

  
Susie Quinn, TRMC  
City Secretary

In compliance with the American with Disabilities Act, the City of Murphy will provide for reasonable accommodations for persons attending public meetings at City Hall. Requests for accommodations or interpretive services must be received at least 48 hours prior to the meeting. Please contact the City Secretary at 972.468.4011 or squinn@murphytx.org.

Notice of Possible Quorum: There may be a quorum of the Animal Shelter Advisory Committee, the Board of Adjustment, the Building and Fire Code Appeals Board, the Ethics Review Commission, the Murphy Community Development Corporation, the Murphy Municipal Development District Board, the Park and Recreation Board and/or the Planning and Zoning Commission members who may be present at the meeting, but they will not deliberate on any city or board business.

CITY COUNCIL MINUTES  
REGULAR CITY COUNCIL MEETING  
FEBRUARY 16, 2016 AT 6:00 PM

**1. CALL TO ORDER**

Mayor Pro Tem Bradley called the meeting to order at 6:00PM.

**2. INVOCATION & PLEDGE OF ALLEGIANCE**

Mayor Pro Tem Bradley gave the invocation and Mayor Pro Tem Bradley led the Pledge of Allegiance.

**3. ROLL CALL & CERTIFICATION OF A QUORUM**

City Secretary Susie Quinn certified a quorum with the following Councilmembers present:

Mayor Pro Tem Scott Bradley  
Deputy Mayor Pro Tem Owais Siddiqui  
Councilmember Betty Nichols Spraggins  
Councilmember Sarah Fincanon  
Councilmember Rob Thomas

Absent:

Mayor Eric Barna  
Councilmember Ben St. Clair

**4. PUBLIC COMMENTS**

**Jennifer Berthiaume, representing Murphy Community Development Corporation (4B - MCDC),** is requesting Council to help spread the word on the MCDC grant program. This grant gives groups in Murphy the opportunity to have funding for projects to beautify the city. Spreading the word throughout the community is something the MCDC board will be doing and is asking Council to do the same.

**Evelyn Gorman, owner of GNS electric** is following up with Council in regards to nonpayment from 3I construction for their work on Safe Routes to School. She explained she has put in an open records request regarding this issue and is waiting for more information. The attorney confirmed they are working on the request.

**Ray Shahan, resident** addressed Council regarding the screening in the Ranch subdivision in the various phases. He gave documents to the Council for their review, and explained his other thoughts regarding PD 03-10-590.

**Jennifer Berthiaume, resident** explained she was now speaking as a resident. She explained her concerns regarding the water meter audit. She feels the audit is an expensive option. Berthiaume suggested doing a GIS technology solution. It would allow for a more accurate idea of what water consumption is and can allow residents to monitor their usage to track for leaks.

**5. PRESENTATIONS**

- A. Proclamation declaring the week of February 15<sup>th</sup> through February 19<sup>th</sup> as Wylie ISD Education Foundation Week.

Councilmember Sarah Fincanon gave the proclamation to representatives, Board Secretary Ada Mooney, Board Member Lymari Ames and Board Member Betty Stephens from Wylie ISD Education Foundation.

- B. Presentation of financial report and investment report as of January 31, 2015.

Finance Director, Linda Truitt gave an overview of the January Financials. Truitt explained the investment report is at about 22 million due to the collection of property taxes; interest has increased to 0.26%. The sales tax for the General Fund/MCC/MCDC collected 1.147 million dollars, and the sales tax collected for February for a total of \$1,574,520. Also of note, the city received \$57,000 from a prior period collection that will be reflected in the February financials. The City currently is at 31% of budget. Twelve (12) single family building permits have been issued for a total of 14 for the year. For expenditures, most departments are tracking where they should be for this time of year. Currently, the General Fund expenditures are at 28% overall.

**6. APPROVAL OF COUNCIL MINUTES**

- A. Consider and/or act on the February 2, 2016 regular meeting minutes.

***COUNCIL ACTION (6.A.):***

***APPROVED***

**Deputy Mayor Pro Tem Siddiqui moved to approve the February 2, 2016 regular meeting minutes as presented. Councilmember Fincanon seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0 (Mayor Barna and Councilmember St. Clair were absent).**

**7. INDIVIDUAL CONSIDERATION**

- A. Discuss and/or consider implementing regulations relating to the City of Murphy website and Social Media sites.

City Manager James Fisher explained this policy had come before council late in 2015 and has been updated. Fisher explained due to the recent unfortunate events we had to actively pull items that were inappropriate, incorrect information and hurtful towards the families involved. Council asked for clarification on the point that users will be blocked because of their lack of friends. Fisher explained users who continue to violate the policy and post things that are inappropriate will be removed. Users would not be removed solely based on their lack of friends; they would have to violate the policy multiple times. Council requested the "we" to be reworded. Council also discussed how many times a user would be allowed to violate the policy before they would be removed. Fisher confirmed it would not be a rash decision to remove someone after

the policy has been violated repeatedly, and there would be communication between the City Manager, the Leadership Team and Council prior to blocking a user from future posting. Council recommended removing the “we” in the first paragraph, changing it to “and it is considered” and the second “we” change it to “if it is determined”

***COUNCIL ACTION (7.A.):***

***APPROVED***

**Deputy Mayor Pro Tem Siddiqui moved to adopt the acceptable use policy with the following changes: in the first paragraph the policy should read “it is considered an important element of the user experience on our website.” And in the third paragraph it should read “If it is determined that an online persona is not real – judging by your "name," your lack of friends, your lack of posts about anything other than our stories, or other factors -- your posts will not be visible.” Councilmember Thomas seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0 (Mayor Barna and Councilmember St. Clair were absent).**

- B. Consider and/or act upon the proposed revisions to the Murphy Personnel Policies and Procedures Handbook.

City Manager James Fisher explained the handbook is reviewed annually and this year, staff really tried to clarify and format it to be easier to understand and use. The City Attorney’s office and leadership team worked together to make the suggested changes and to provide a summary of the proposed changes. Council brought up point 3.02 in the handbook, and the proposed change of removing the word “Council” and asked for explanation on this. Fisher explained the removal of the word Council was a clarification; the annual budget is approved by council including wage and salary adjustments to be determined by the City Manager. Item 3.02 from the handbook was discussed at length, regarding who should authorize adjustments, and how adjustments are determined.

Many suggestions and comments were made by Council to be added to the policy. Fisher explained he needs to have the ability to make adjustments within the Council approved budget, to ensure the success of the organization. It was mentioned by Council that the salary adjustment study was not approved so this might be a way around that to increase salaries for individuals. Fisher explained he felt the comments made were out of line and requested the item to be pulled.

This item was postponed until the next meeting.

***COUNCIL ACTION (7.B.):***

***NO ACTION***

- C. Consider and/or act upon the Murphy Matters – Outstanding Citizen Award program.

City Manager, James Fisher explained this is to recognize citizens in the community. Council asked regarding budget for this item. Fisher confirmed it is an unbudgeted item, and there would be dollars used for paper and seal stickers for each award. Council asked for clarification on eligibility for the award, Fisher explained it can be a citizen, or business owner in Murphy. Council discussed the possibility of a citizen who is not a Murphy resident nor Murphy business

owner being eligible for the award. The following wording is to be added “or at the discretion of City Council” under eligibility.

***COUNCIL ACTION (7.C.):***

***APPROVED***

**Deputy Mayor Pro Tem Siddiqui moved to approve adding the following verbiage to the eligibility requirements, “or at the discretion of City Council”. Councilmember Fincanon seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0 (Mayor Barna and Councilmember St. Clair were absent).**

- D. Consider and/or act to authorize the City Manager to execute the Contract for Election Services for the May 7, 2016 General Election between the City of Murphy and the Elections Administrator of Collin County, Texas.

No discussion on this item.

***COUNCIL ACTION (7.D):***

***APPROVED***

**Deputy Mayor Pro Tem Siddiqui moved to authorize the City Secretary’s office to move forward with the Contract for Election Services for the May 7, 2016 General Election between the City of Murphy and the Elections Administrator of Collin County, Texas, with the total budget including a possible runoff to not exceed \$25,000. Councilmember Spraggins seconded the motion. For: Unanimous. The motion carried by a vote of 5 to 0 (Mayor Barna and Councilmember St. Clair were absent).**

- E. Consider and/or act upon the Code of Ordinances, Chapter 1 General Provisions; Article 1.02 City Council; Division 2 Governance Policy and Rules of Procedure.

Council explained wishes to not discuss this today, to allow Council time to comb through this in its entirety. City Manager James Fisher explained at this time he would recommend clarify in 1.02.34 the Mayor has the ability to declare a state of emergency, as it is state law. Council asked for this item to be on the March 15<sup>th</sup> meeting.

***COUNCIL ACTION (7.E.):***

***POSTPOINED NO ACTION***

- F. Discuss the Draft FY 2015 Comprehensive Financial Report.

City Manager, James Fisher explained the auditor will be here March 1<sup>st</sup> to discuss the Comprehensive Financial Report (CAFR) document/item and any findings. Fisher explained the City reserves are at approximately 32% which is due in part to vacancies in various positions, and contracts being renegotiated. Finance Director Truitt will be sending the report out on Wednesday. Council asked for clarification of the date it needs to be approved. Fisher explained it will be on the March 1<sup>st</sup> agenda for approval, and requested any questions be sent to staff prior to the meeting to ensure questions can be answered as to not delay any approval for this item.

## 8. CITY MANAGER/STAFF REPORTS

### A. Timbers Nature Preserve

The final walkthrough will be February 18<sup>th</sup> from 9:30-11:30, but if Council is unable to attend Thursday Matt Foster with Parks will be available tomorrow at 3:30 to walkthrough with him and give feedback.

### B. Betsy Lane Road Widening Project

This item is wrapping up and the speed limit signs will be brought back to Council March 1<sup>st</sup>.

### C. South Maxwell Creek Parallel Trunk Sewer Line

The 5 month extension has been granted to be completed in the August-September time frame.

### D. North Murphy Road

There was a walkthrough today, and representative Laubenburg has tentatively scheduled a meeting with the HOA's on March 4<sup>th</sup>, at 3pm.

The fishing tournament will be on Saturday February 20, 2016 from 9:30 to 11:00 am.

## 9. EXECUTIVE SESSION

In accordance with Texas Government Code, Chapter 551, Subchapter D, the City Council recessed into Executive Session (closed meeting) at 7:25 p.m. to discuss the following:

A. §551.071 Consultation with Attorney on a matter when the governmental body seeks the advice of its attorney about: (A) pending litigation; or (B) a settlement offer (re: Hermes vs City of Murphy).

B. §551.087 Deliberation regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

## 10. RECONVENE INTO REGULAR SESSION

The City Council reconvened into Regular Session at 7:49 p.m., pursuant to the provisions of Chapter 551, Subchapter D, Texas Government Code, to take any action necessary regarding:

A. §551.071 Consultation with Attorney on a matter when the governmental body seeks the advice of its attorney about: (A) pending litigation; or (B) a settlement offer (re: Hermes vs City of Murphy).

B. §551.087 Deliberation regarding Economic Development Negotiations: (1) to discuss or deliberate regarding commercial or financial information that the governmental body has

received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; or (2) to deliberate the offer of a financial or other incentive to a business prospect described by Subdivision (1).

C. Take Action on any Executive Session Items.

No actions were taken on any Executive Session Items.

**10. ADJOURNMENT**

With no further business, the regular council meeting was adjourned at 7:49 PM.

APPROVED BY:

ATTEST:

\_\_\_\_\_  
Scott Bradley, Mayor Pro Tem

\_\_\_\_\_  
Susie Quinn, City Secretary

**City Council Meeting**  
**March 1, 2016**

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**Issue**

Consider and/ or act on the application Stacy McVey, Double Eagle Properties, LLC requesting approval of a construction plat for a single story retail center on property zoned PD (Planned Development) District No. 09-12-823 on property located at the southwest corner of FM 544 and Brand Road.

**Summary**

On October 26, 2015, Planning & Zoning Commission approved the site plan, landscape plan and building elevations for this project. On November 17, 2015, the City Council approved the site plan, landscape plan and building elevations for this project.

This proposed construction plat would allow for the development of single story retail center on the site.

**Considerations**

Construction Plat requirements have been met.

**Board Consideration / Action**

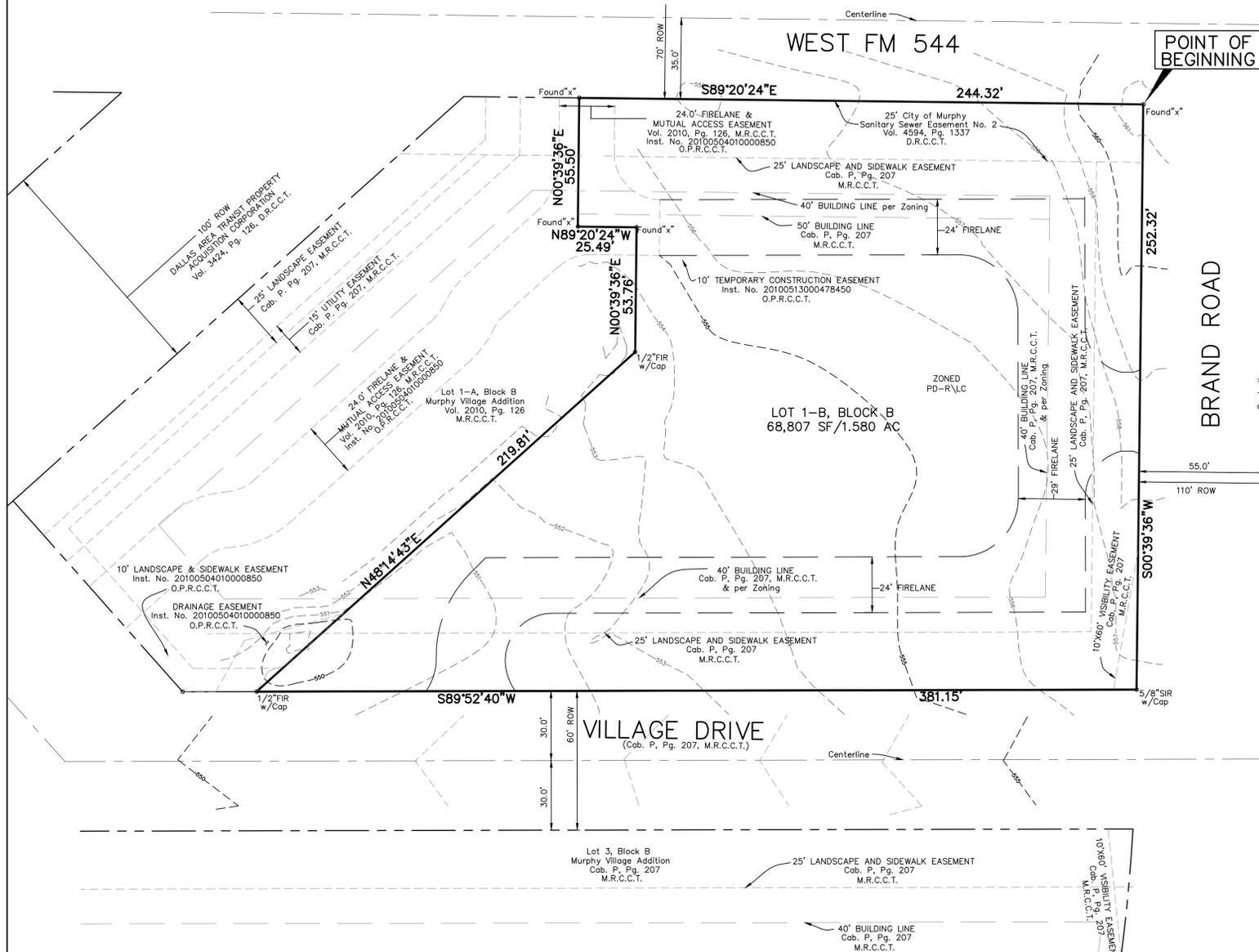
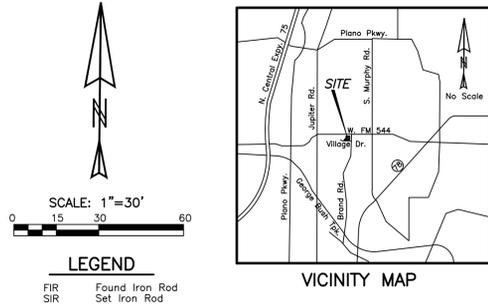
The Planning & Zoning Commission voted unanimously to approve this item.

**Staff Recommendation**

Staff recommends approval of the construction plat as submitted.

**Attachments**

Construction Plat



**NOTICE:**

- 1) Selling a portion of this addition by metes and bounds is a violation of City ordinance and State law, and is subject to fines and withholding of utilities and building permits.
- 2) The bearing basis for this survey is a bearing of S 89°20'24" E for the south line of Farm Market Road 544 as indicated on the map of Lots 1-A & 1-B, Block B of Murphy Village Addition, an addition to the City of Murphy, Collin County, Texas, recorded in Volume 2010, Page 126, Map Records of Collin County, Texas.
- 3) The subject property lies in Zone X (areas determined to be outside the 500 year flood plain) according to the F.E.M.A. Flood Insurance Rate Map Panel No. 48085C0415J dated June 2, 2009.

STATE OF TEXAS  
COUNTY OF COLLIN

WHEREAS, McBirney-544 Joint Venture are the Owners of a tract of land situated in the James Maxwell Survey, Abstract No. 580 being all of Lot 1-B, Block B of Lots 1-A & 1-B, Block B of Murphy Village Addition, an addition to the City of Murphy, Collin County, Texas, according to the map thereof recorded in Volume 2010, Page 126, Map Records of Collin County, Texas, said tract conveyed to McBirney-544 Joint Venture by deed recorded in Volume 2644, Page 123, Deed Records of Collin County, Texas, and being more particularly described as follows:  
BEGINNING at a found "x" cut on concrete pavement for a corner at the intersection of the south line of Farm Market 544 (a 70 foot right of way) with the west line of Brand Road (a 110 foot right of way), said point being the northeast corner of said Lot 1-B;

THENCE, S 00°39'36" W, with the west line of Brand Road, a distance of 252.32 feet to a set 5/8 inch iron rod with a cap for a corner at the intersection of the west line of Brand Road with the north line of Village Drive (a 60 foot right of way), said point being the southeast corner of said Lot 1-B;

THENCE, S 89°52'40" W, with the north line of Village Drive, a distance of 381.15 feet to a found 1/2 inch iron rod with a cap for a corner, said point being the common south corner of said Lot 1-B and Lot 1-A, Block B of the said Murphy Village Addition;

THENCE, the following courses and distances with the common line of said Lot 1-A and Lot 1-B:

N 48°14'43" E, departing the north line of Village Drive, a distance of 219.81 feet to a found 1/2 inch iron rod with a cap for a corner;

N 00°39'36" E, a distance of 53.76 feet to a found "x" cut on concrete pavement for a corner;

N 89°20'24" W, a distance of 25.49 feet to a found "x" cut on concrete pavement for a corner;

N 00°39'36" E, a distance of 55.50 feet to a found "x" cut on concrete pavement for a corner in the south line of Farm marker Road 544, said point being the common north corner of said Lot 1-A and Lot 1-B;

THENCE, S 89°20'24" E, with the south line of Farm Market Road 544, a distance of 244.32 feet to the Point of Beginning and Containing 68,807 square feet or a 1.580 acres of land.

**VISIBILITY EASEMENTS:**

The area or areas shown on the plat as "VAM" (Visibility, Access and Maintenance) Easement(s) are hereby given and granted to the City, its successors and assigns, as an easement to provide visibility, right of access for maintenance upon and across said VAM Easement. The City shall have the right but not the obligation to maintain any and all landscaping within the VAM Easement. Should the City exercise this maintenance right, then it shall be permitted to remove and dispose of any and all landscaping improvements, including without limitation, any trees, shrubs, flowers, ground cover and fixtures. The City may withdraw maintenance of the VAM Easement at any time. The ultimate maintenance responsibility for the VAM easement shall rest with the owners. No building, fence, shrub, tree or other improvements or growths, which in any way may endanger or interfere with the visibility, shall be constructed in, on, over or across the VAM Easement. The City shall also have the right but not the obligation to add any landscape improvements to the VAM Easement, to erect any traffic-control devices or signs on the VAM Easement and to remove any obstruction thereon. The City, its successors, assigns, or agents shall have the right and privilege at all times to enter upon the VAM Easement or any part thereof for the purposes and with all rights and privileges set forth herein.

**FIRE LANES**

That the undersigned does hereby covenant and agree that he (they) shall construct upon the fire lane easements, as dedicated and shown hereon, a hard surface in accordance with the City of Murphy's paving standards for fire lanes, and that he (they) shall maintain the same in a state of good repair at all times and keep the same free and clear of any structures, fences, trees, shrubs, or other improvements or obstruction, including but not limited to the parking of motor vehicles, trailers, boats or other impediments to the accessibility of fire apparatus. The maintenance of paving on the fire lane easements is the responsibility of the owner, and the owner shall post and maintain appropriate signs in conspicuous places along such fire lanes, stating "Fire Lane, No Parking or Standing." The local law enforcement agency(s) is hereby authorized to enforce parking regulations within the fire lanes, and to cause such fire lanes and utility easements to be maintained free and unobstructed at all times for fire department and emergency use.

**ACCESS EASEMENTS:**

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to other real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Murphy, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

**CITY APPROVAL OF CONSTRUCTION PLAT**

Approved for preparation of final plat following construction of all public improvements (or appropriate sureties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY: Planning and Zoning Commission  
City of Murphy, Texas

Signature of Chairperson \_\_\_\_\_ Date of Recommendation \_\_\_\_\_

APPROVED BY: City Council  
City of Murphy, Texas

Signature of Mayor \_\_\_\_\_ Date of Approval \_\_\_\_\_

ATTEST: \_\_\_\_\_

City Secretary \_\_\_\_\_ Date \_\_\_\_\_

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That McBirney-544 Joint Venture, acting herein by and through its duly authorized officer(s), does hereby adopt this plat designating the herein above described property as Lot 1-B, Block B of Lots 1-A & 1-B, Block B of Murphy Village Addition, an addition to the City of Murphy, Texas, and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated, for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the City Council of the City of Murphy. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and City of Murphy's use thereof. The City of Murphy and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The City of Murphy and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2016.

BY: McBirney-544 Joint Venture

\_\_\_\_\_  
(Printed name and title)

STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared \_\_\_\_\_, owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

Notary Public in and for the State of Texas  
My commission expires on: \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

That I, L. Lynn Kadleck, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments shown thereon as "set" were properly placed under my personal supervision in accordance with the Subdivision Ordinance of the City of Murphy.

DATED this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**FOR REVIEW – NOT FOR RECORDING**

L. LYNN KADLECK  
Registered Professional  
Land Surveyor No. 3952

STATE OF TEXAS }  
COUNTY OF COLLIN }

BEFORE ME, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared L. Lynn Kadleck, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
Notary Public, State of Texas  
My commission expires on \_\_\_\_\_

**CONSTRUCTION PLAT**  
**MURPHY VILLAGE ADDITION**  
**LOT 1-B, BLOCK B of**  
**LOT 1-A & 1-B, BLOCK B, MURPHY VILLAGE ADDITION**  
**1.580 ACRES TRACT**

BEING A REPLAT OF  
LOT 1-B, BLOCK B of  
LOT 1-A & 1-B, BLOCK B, MURPHY VILLAGE ADDITION  
AN ADDITION TO THE CITY OF MURPHY, TEXAS  
AS RECORDED IN VOLUME 210, PAGE 126, M.R.C.C.T.  
**JAMES MAXWELL SURVEY, ABSTRACT NO. 580**  
**MURPHY, COLLIN COUNTY, TEXAS**

PREPARED JANUARY 4, 2016 BY  
**KADLECK & ASSOCIATES**  
ENGINEERING PLANNING SURVEYING  
2000 N. CENTRAL EXPY. SUITE 113  
(972) 881-0771 PLANO, TX 75074  
TBPE Reg. No. F-6460/TBPLS Reg. No. 100555-00

**Issue**

Consider and/or act upon approval of the Comprehensive Annual Financial Report (CAFR) for the fiscal year ending September 30, 2015.

**Staff Resource/Department**

Linda Truitt, Finance Director  
Steven Ventura, Assistant Finance Director

**Summary**

The annual independent audit for FY 2015 (October 2014 through September 2015) conducted by Pattillo, Brown & Hill L.L.P. has been completed and submitted for City Council's approval.

**Background/History**

Section 7.18 of the City Charter requires the City Council to call for an independent audit of all accounts by a certified public accountant at the close of each fiscal year.

The certified public accounting firm of Pattillo, Brown & Hill, L.L.P. conducted the independent annual financial audit for the 2014-2015 fiscal year. Pattillo, Brown & Hill, L.L.P. was selected to perform the annual independent audit through the Request for Proposals process for audit services during 2013. This is an independent auditor's report and analysis of the City's major funds and business type activities with accompanying financial statements. The audit report, with the auditor's recommendations, will be presented to the City Council. John Manning of Pattillo, Brown & Hill, L.L.P. and Linda Truitt, Finance Director will present the comprehensive annual financial report and answer questions during the presentation prior to Council officially approving the audit.

**Financial Considerations**

At the end of the fiscal year, the unassigned fund balance for the General Fund is \$3,964,525 an increase of \$918,322 from the projected FY 2015 Fund Balance included in the FY 2016 Budget. Approximately 36% of the increase is due to the various vacancies during the year. This fund balance represents 32% of the total General Fund expenditures for the fiscal year. Revenues were greater than budgeted, primarily in the areas of franchise fees, charges for services and licenses and permit revenues. Total General Fund expenditures were within 96.5% of amended budgeted amounts.

The Business-type Activities (Utility Fund, Impact Fund and Utility Capital) have an increase in net position of \$413,357.

**Action Requested**

Approval of the comprehensive annual financial report for the fiscal year ended September 30, 2015 as conducted by Pattillo, Brown & Hill, L.L.P.

**Attachments**

Comprehensive Annual Financial Report (CAFR) – will be sent under separate email

**Issue**

Consider and/or act on the park dedication fees owned by Murphy Meadows, PD (Planned Development) No. 15-09-1001 on property located at the southwest corner of Betsy Road and McCreary Road.

**Development Summary**

The development known as Murphy Meadows is under construction at the southwest corner of Betsy and McCreary Road. This project is a residential development of 29 Townhome lots and 15 Patio Home lots.

**Considerations**

The City's Parkland and public facility dedication section of the Code requires money in lieu of land paid to a park dedication fund in instances where parkland is unacceptable, unavailable or unsuitable for park purposes.

This must however, per Code, be determined by the park board and forwarded on for final approval by the City Council. If determined as such, money in lieu of land shall be paid into a park dedication fund. As noted in Ordinance 02-11-552 (attached), this is in the amount of \$1200 per residential unit. Murphy Meadows subdivision has 44 units x \$1200 = \$52,800 owed.

**Sec. 28.04.004 Parkland and public facility dedication**

**b) Parkland Dedication**

(3) In instances where parkland is unacceptable, unavailable or unsuitable for park purposes, and only if determined by the park board and approved by the city council, money in lieu of land shall be paid into a "park dedication fund" to be established by the city. Such fee in lieu of parkland dedication shall be in accordance with the city's park dedication ordinance, Ordinance No. 99-01-448 [02-11-552], as amended.

(4) The park dedication fund will be administered by the city council to best benefit the development, provided that the establishment of a park site shall be within the discretion of the city council. The money paid by the applicant will be expended on such park site within ten years from the date of final plat approval. All sums deposited to the fund shall be accounted for by the city and expended for such purposes as land acquisition, construction of improvements, and purchase of equipment (at the city's discretion) for a public park site that is located within the park service area in which the subdivision depositing the funds is located. If such funds are not so expended within ten years following final plat approval, the property owner shall be entitled to a refund of such funds, upon written request, less any amounts expended for such purposes.

**Board Action**

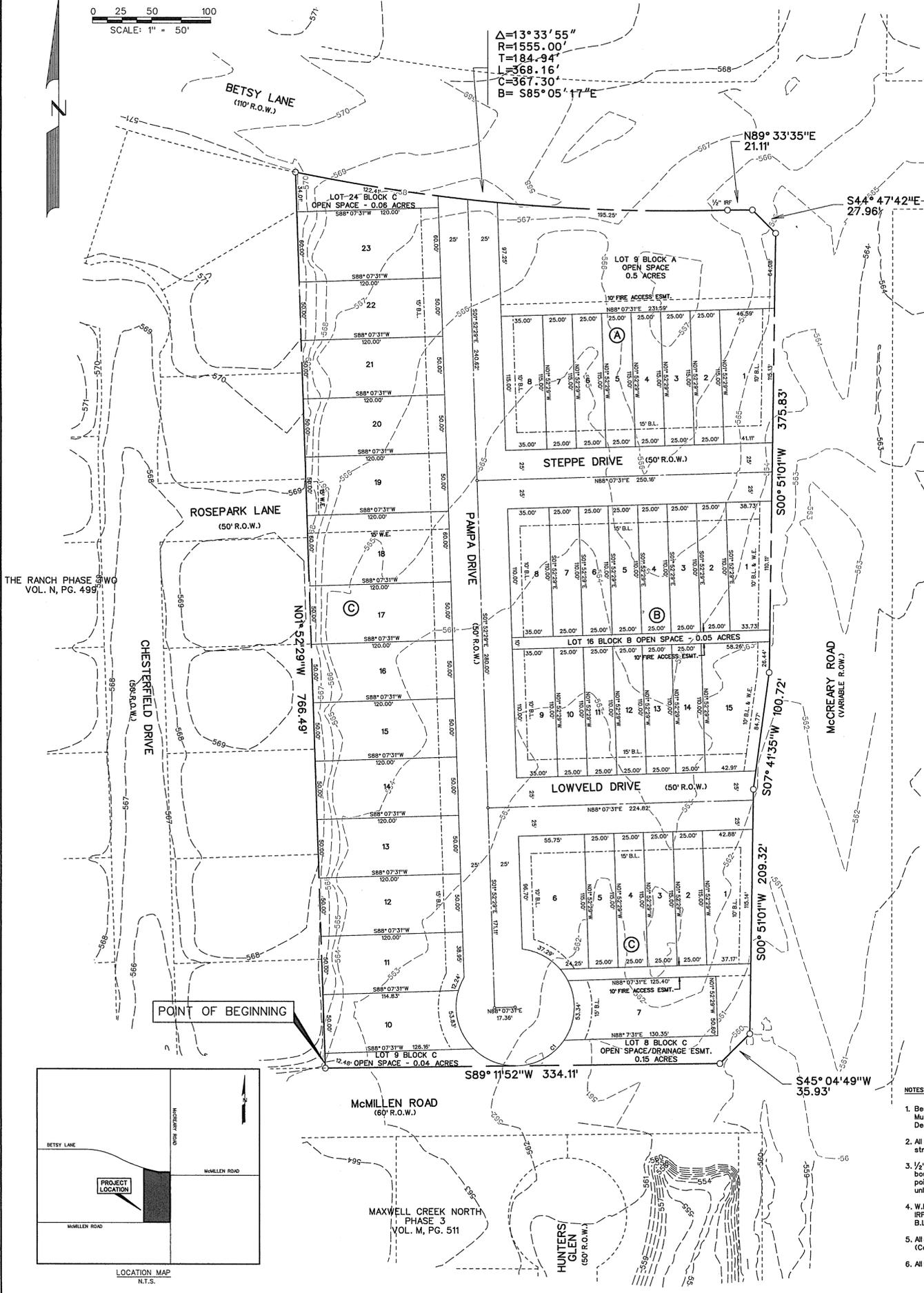
On February 8, 2016, the Parks & Recreation Board approved to forward the recommendation to City Council that Murphy Meadows owe the full amount required per residential lot; additionally the Board motioned that the funds be used towards the parks system in the neighborhoods directly surrounding Murphy Meadows subdivision.

**Staff Recommendation**

Approve park land dedication fees owed to City Council in the amount of \$52,800.

**Attachments**

- Murphy Meadows Construction Plat for reference
- Section 28.04.004, Code of Ordinance
- Ordinance 02-11-552, Park Fees
- Murphy Meadows aerial



**SURVEYOR'S CERTIFICATE**

KNOW ALL MEN BY THESE PRESENTS that I, WARREN L. CORWIN, do hereby certify that I prepared this Plat and the field notes from an actual and accurate survey of the land, that the corner monuments shown thereon were properly placed under my personal supervision in accordance with the subdivision Regulations of the City of Murphy, Texas.

WARREN L. CORWIN  
R.P.L.S. No. 4621

THE STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned, a Notary Public in and for the State of Texas, on this day personally appeared WARREN L. CORWIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

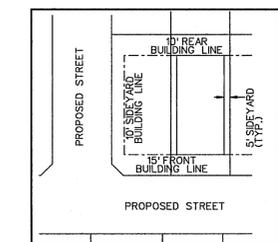
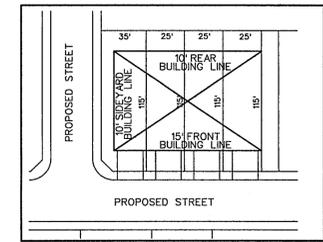
NOTARY PUBLIC, STATE OF TEXAS

**CURVE TABLE**

CURVE NO.	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
1.	66° 41' 53"	50.00'	255.95'	---	54.97'	N63° 33' 53" E

**NOTES**

- Bearings are referenced to a R.O.W. Dedication to the City of Murphy, recorded in Doc. No. 20120827001067910, in the Deed Records of Collin County, Texas.
- All lot lines are radial or perpendicular to the street unless otherwise noted by bearing.
- 1/2" Iron rods with "CORWIN ENGR. INC." caps set at all boundary corners, block corners, points of curvature, points of tangency, and angle points in public right-of-way unless otherwise noted.
- W.E. - Water Easement  
IRF - Iron Rod Found  
B.L. - Building Line
- All common areas to be dedicated to and maintained by the HOA. (Common Area- Lot 9 Bk A, Lot 16 Bk B, Lot 8, 9 & 24 Bk C)
- All townhome lots shall be fire sprinklered.



**CITY APPROVAL OF CONSTRUCTION PLAT**

Approved for preparation of final plat following construction of all public improvements (or appropriate surties thereof) necessary for the subdivision shown on this plat.

RECOMMENDED BY:  
Planning and Zoning Commission

City of Murphy, Texas

Signature of Chairperson \_\_\_\_\_ Date of recommendation \_\_\_\_\_

APPROVED BY: city council  
City of Murphy, Texas

Signature of Mayor \_\_\_\_\_ Date of approval \_\_\_\_\_

ATTEST:

City secretary \_\_\_\_\_ Date \_\_\_\_\_

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That SAMM TRUST acting herein by and through his(its) duly authorized officer(s), does hereby adopt this plat designating the herein above described property as MURPHY MEADOWS, an addition to the City of Murphy, Texas and does hereby dedicate, in fee simple, to the public use forever, the streets, rights-of-way, and other public improvements shown thereon. The streets and alleys, if any, are dedicated for street purposes. The easements and public use areas, as shown, are dedicated for the public use forever, for the purposes indicated on this plat. No buildings, fences, trees, shrubs or other improvements or growths shall be constructed or placed upon, over or across the easements as shown, except that landscape improvements may be placed in landscape easements, if approved by the city council of the city. In addition, utility easements may also be used for the mutual use and accommodation of all public utilities desiring to use or using the same unless the easement limits the use to particular utilities, said use by public utilities being subordinate to the public's and city's use thereof. The city and public utility entities shall have the right to remove and keep removed all or parts of any buildings, fences, trees, shrubs or other improvements or growths which may in any way endanger or interfere with the construction, maintenance, or efficiency of their respective systems in said easements. The city and public utility entities shall at all times have the full right of ingress and egress to or from their respective easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, reading meters, and adding to or removing all or parts of their respective systems without the necessity at any time procuring permission from anyone.

The undersigned does covenant and agree that the access easement may be utilized by any person or the general public for ingress and egress to and from real property, and for the purpose of general public vehicular and pedestrian use and access, and for fire department and emergency use in, along, upon and across said premises, with the right and privilege at all times of the City of Murphy, its agents, employees, workmen and representatives having ingress, egress, and regress in, along, upon and across said premises.

This plat approved subject to all platting ordinances, rules, regulations and resolutions of the City of Murphy, Texas.

WITNESS, my hand, this the \_\_\_\_\_ day of \_\_\_\_\_, 2015.

BY: Murphy Meadows, LLC.

Richard Skorborg, President

STATE OF TEXAS  
COUNTY OF COLLIN

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared RICHARD SKORBORG, owner, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and considerations therein expressed.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Notary Public in and for the State of Texas \_\_\_\_\_

My commission expires on \_\_\_\_\_

TOTAL ACRES	6.511
TOTAL LOTS	44
TOTAL COMMON AREAS	5

CONSTRUCTION PLAT  
OF  
**MURPHY MEADOWS**  
44 TOTAL RESIDENTIAL LOTS  
5 TOTAL OPEN SPACE LOTS

OUT OF THE  
C.A. McMILLAN SURVEY, ABSTRACT NO. 588  
IN THE  
CITY OF MURPHY  
COLLIN COUNTY, TEXAS

APPLICANT  
**MURPHY MEADOWS, LTD.**

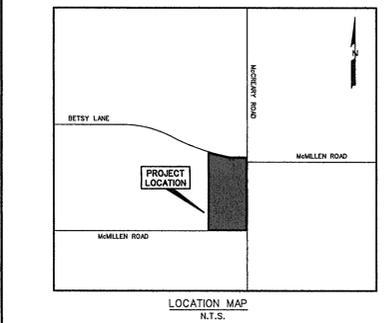
8214 WESTCHESTER DRIVE, SUITE 710  
DALLAS, TEXAS 75225  
214-522-4945  
JOHN ARNOLD

OWNER  
**SAAM TRUST**  
P.O. BOX 348  
LAKE FOREST, IL 60045

PREPARED BY  
**CORWIN ENGINEERING, INC.**

TBPE FIRM #5951  
TBPLS #10031700  
200 W. BELMONT, SUITE E  
ALLEN, TEXAS 75013  
972-396-1200  
WARREN CORWIN

SEPTEMBER 2015 SCALE: 1"=50'



## ARTICLE 28.04 PUBLIC SITES AND OPEN SPACES

**Sec. 28.04.004 Parkland and public facility dedication**(a) Areas for public use.

(1) The applicant shall give consideration to suitable sites for parks, playgrounds and other areas for public use so as to conform with the recommendations of the city's park and open space plan. Any provision for parks and public open space areas shall be indicated on the construction and final plat, and shall be subject to approval by the city's park board and by the city council.

(2) No individual, partnership, firm, or corporation shall deepen, widen, fill, reroute or change the course or location of any existing ditch, channel, stream or drainageway, without first obtaining written permission of the city and any other agency having jurisdiction.

(b) Parkland dedication.

(1) Any person, firm, or corporation offering a construction or final plat for development of any area zoned and to be used for single-family, duplex, or multifamily residential purposes within the city shall include on such construction or final plat the dedication (to the city) of land for public park purposes, calculated at the rate of not less than one acre of parkland per 100 ultimate units of such residential subdivision, and the buildable area of public parks shall not be smaller than five acres in size, unless otherwise determined by the city's park board and approved by the city council to be in keeping with the city's adopted park and open space master plan. The location and size of public parks within the city shall be determined in all instances by the park board and approved by the city council. That determination shall be based upon existing circumstances at the time, and shall be in accordance with the park and open space plan adopted by the city.

(2) The construction and final subdivision plat shall clearly show the area proposed to be dedicated as parkland under the provisions of this section. The planning and zoning commission shall determine the number of persons per unit based upon data compiled by the city, from time to time, in the update of its park and open space plan, which shall be reviewed and adjusted by the city council, as necessary, to reflect current figures. The applicant has the duty to submit with the subdivision plat for a multifamily residential development information concerning the numbers of units, and should he fail to do so, the commission shall make an assumption of the highest density that would be allowed in such multifamily residential district for the purposes of calculating parkland requirements.

(3) In instances where parkland is unacceptable, unavailable or unsuitable for park purposes, and only if determined by the park board and approved by the city council, money in lieu of land shall be paid into a "park dedication fund" to be established by the city. Such fee in lieu of parkland dedication shall be in accordance with the city's park dedication ordinance, Ordinance No. 99-01-448 [02-11-552], as amended.

(4) The park dedication fund will be administered by the city council to best benefit the development, provided that the establishment of a park site shall be within the discretion of the city council. The money paid by the applicant will be expended on such park site within ten years from the date of final plat approval. All sums deposited to the fund shall be accounted for by the city and expended for such purposes as land acquisition, construction of improvements, and purchase of equipment (at the city's discretion) for a public park site that is located within the park service area in which the subdivision depositing the funds is located. If such funds are not so expended within ten years following final plat approval, the property owner shall be entitled to a refund of such funds, upon written request, less any amounts expended for such purposes.

(5) The dedicated land required hereby shall be well-drained, relatively level in areas that are

Agenda Item 6.B.

proposed for active park uses, and shall be suitable for appropriate recreational and leisure activities such as hiking, bicycling, picnicking and wildlife observance. All parkland offered for dedication under this section shall meet the requirements for location and for physical land characteristics outlined in the park and open space plan. Areas having environmentally sensitive ecosystems, attractive views, topographical interest or unique natural features shall be preferred and encouraged for parkland dedication. Areas which are relatively featureless, barren of natural trees and vegetative cover, and which are not physically attractive in some other way, may not be typically acceptable. Drainage areas may be accepted if the channel is to essentially remain in its natural state, and if any proposed pathways, landscaping, irrigation systems, and other improvements are constructed in accordance with city standards and in keeping with the “semi-rural” atmosphere of the area.

(c) Public park access. Parkland shall be easily accessible for the public and open to public view so as to benefit area residents, enhance the visual character of the city, protect public safety, and minimize conflicts with adjacent land uses. A proposed subdivision adjacent to a public park or open space area shall not be designed to restrict reasonable access or visibility into the park (for example, shall not have many lots backing to the parkland). Street connections between residential neighborhoods shall be provided, wherever possible, to provide reasonable access to parks and open space areas. Proposed access and public availability, both physical and visual, of parkland shall be reviewed and approved by the city’s park board and by the city council.

(d) Other parkland dedication requirements. Unless otherwise provided herein, all requirements set forth in the city’s parkland dedication ordinance (Ordinance No. 99-01-448 [02-11-552]), as may be amended, shall apply. In the event that a provision of this chapter conflicts with a provision of Ordinance No. 99-01-448 [02-11-552], as amended, then the more stringent provision shall apply.

(2006 Code, sec. 70-104; Ordinance 02-09-549, sec. 4.4, adopted 9/3/02)

**ORDINANCE NO. 02-11-552**

**AN ORDINANCE OF THE CITY OF MURPHY, COLLIN COUNTY, TEXAS, PROVIDING REQUIREMENTS FOR PARKLAND DEDICATION; PROVIDING NECESSARY PLANNING FOR OPEN SPACE RESERVATION AND PARK DEVELOPMENT; CONTAINING A SAVINGS CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, it has been determined by the Supreme Court of Texas that dedication of parkland does bear a substantial relation to the health, safety, or general welfare of the community.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS, THAT:

**SECTION 1: PURPOSE.**

a) This ordinance is adopted to provide recreational areas in the form of neighborhood parks as a function of subdivision development in the City of Murphy. It is hereby declared by the City Council that recreational areas in the form of neighborhood parks are necessary and in the public welfare, and the only adequate procedure to provide for same is by integrating such a requirement into the procedure for planning and developing property or subdivisions in the City.

b) Neighborhood parks primarily ranging in size from five (5) to fifteen (15) acres are those parks providing for a variety of outdoor recreational opportunities and within convenient distances from a majority of the residences to be served thereby. The park areas established by the Park Board and shown on the official Murphy Parks, Recreation & Open Space Master Plan 2002-2007 shall be prima facie proof that any park located therein is within such a convenient distance from any residence located therein. The primary cost of neighborhood parks should be borne by the ultimate residential property owners who, by reason of the proximity of their property to such parks, shall be the primary beneficiaries of such facilities. Therefore, the following requirements are adopted to affect the purposes stated.

**SECTION 2: GENERAL REQUIREMENTS.**

The following provisions are applicable to all single-family, dual-family and multi-family development:

a) When a final plat is filed of record with the County Clerk of Collin County for development of a residential area in accordance with the subdivision ordinances of the City, such plan shall contain dedication of an area of land to the City for park purposes, which area shall equal one (1) acre per one hundred (100) residential units. Any proposed plan submitted to the City for approval shall show the area proposed to be

dedicated under this ordinance. The required dedication of this section may be met by a payment of money in lieu of land, or a combination of land and money in lieu of land, when permitted or required by other provisions of this ordinance.

b) The City Council declares that development of an area smaller than five (5) acres for public park purposes is typically impractical. Therefore, if fewer than five hundred (500) residential units are proposed by a plat filed for approval, the developer shall be required to pay the applicable cash in lieu of land amount provided by Section 4(b), rather than to dedicate any land area.

c) In instances where an area of less than five (5) acres is required to be dedicated, the City shall have the right to accept the dedication for approval on the final plat, or to refuse same, and to require payment of cash in lieu of land in the amount provided by Section 4(b), if the City determines that sufficient park area is already in the public domain in the area of the proposed development, or if the recreation potential for that zone would be better serviced by expanding or improving existing parks.

d) The dedication required by this ordinance shall be made by the filing of the final plat. If the actual number of completed dwelling units exceeds the figure upon which the original dedication was based, such additional dedication shall be required and shall be made by payment of the cash in lieu of land amount provided by Section 4(b).

### **SECTION 3: PRIOR DEDICATION; ABSENCE OF PRIOR DEDICATION.**

a) Credit shall be given for land and/or money dedicated pursuant to the adoption of this ordinance.

b) If a dedication requirement arose prior to the passage of this ordinance, that dedication requirement shall be controlled by the ordinance in effect at the time such obligation arose, except that additional dedication shall be required if the actual density of structures constructed upon the property is greater than the former assumed density. Additional dedication shall be required only for the increase in density and shall be based upon the ratio set forth in Section 2 of this ordinance. The obligation for dedication of land occurs at time of platting. If land has been reserved for dedicated park purposes during zoning, no further commitment for the dedication of land from the land owner or developer is necessary. The obligation for money in lieu of land occurs at time of final plat. If the plat has been approved by the City, the dedication of fee requirement shall be controlled by the ordinance in effect at the time of such obligation.

c) At the discretion of the City, any former gift of land to the City may be credited on a per acre basis toward eventual land dedication requirements imposed on the donor of such lands.

d) Open space required under PD zoning may be used to fulfill the requirements of this ordinance. If said open space is dedicated to the City of Murphy and meets all other

requirements for parkland dedication. Any open space above the parkland requirement will not be subject to mandatory dedication.

**SECTION 4: MONEY IN LIEU OF LAND.**

a) If approved by the City, a land owner responsible for dedication under this ordinance may elect to meet the requirements of Section 2 in whole or in part by a cash payment in lieu of land, in the amount set forth in Section 4(c). Such payment in lieu of land shall be made at or prior to the time of final plat approval.

b) The dedication requirement shall be met by a payment in lieu of land at a per-acre price set and kept current by resolution by the City Council, sufficient to acquire land and provide for adjacent streets and utilities for a neighborhood park to serve the park zone in which such development is located. Unless changed by the City Council, such per acre price shall be computed on the basis of \$1200.00 per residential unit.

**SECTION 5: COMPREHENSIVE PLAN CONSIDERATIONS.**

Land reflected in the Master Planning Guide for Parks & Recreation denotes the need of a neighborhood park within that district. The City will determine the park location based on land suitability.

**SECTION 6: SPECIAL FUND, RIGHT TO REFUND.**

a) There is hereby established a special fund for the deposit of all sums paid in lieu of land dedication under this ordinance or any preceding ordinance which funds shall be known as the Park Land Dedication Fund. Deposits shall be documented and placed in an interest-bearing account.

b) The City shall account for all sums paid in lieu of land dedication under this ordinance with reference to the individual plats involved. Any funds paid for such purposes must be expended by the City within ten (10) years from the date received by the City for acquisition or development of a neighborhood park as defined herein. Such funds shall be considered to be spent on a first in, first out basis. If not so expended, the owners of the property on the last day of such period shall be entitled to a pro-rata refund of such sum, computed on a square footage of area basis. The owners of such property must request such refund within one year of entitlement, in writing, or such right shall be barred.

**SECTION 7: PROCEDURE FOR UPDATING PARK FEES.**

a) At least once every two years, the Park Board shall prepare a report to the City Council on park fees. In the report, the following information shall be reviewed:

1) A statement summarizing the park fees collected and distributed during the year.

2) A statement summarizing parkland and facilities required and developed and the status thereof.

3) A statement and recommendation, if appropriate, of the Park Board on the dedication of parkland, fees in lieu of land and city park needs.

b) The report shall make recommendations, if applicable, on revisions to the Parkland Dedication Ordinance, changes in the administration of park fees, or changes in the fee rates.

c) Based on the report and other factors as the City Council deems relevant, the City Council may amend the Parkland Dedication Ordinance. If the City Council fails to amend such ordinance, the land dedication and park fee rates then in effect shall remain in effect. Nothing herein precludes the City Council or limits its discretion to amend the Parkland Dedication ordinance at such other times as may be deemed necessary.

d) In the review process, the City Council may take into consideration, among others, the following factors: inflation as measured by changes in land and construction costs, changes in design engineering; location or other elements of proposed park facilities, revisions to the Master Planning Guide for Parks and Recreation and/or changes in the projected mix and/or intensity of residential development in the City.

#### **SECTION 8: MINIMUM PARK IMPROVEMENTS.**

In cases where land dedication is chosen, the following minimum criteria must be adhered to by the developer, at the developer expense, prior to acceptance by the City of Murphy.

a) Grading and clearing of unwanted vegetation.

b) Installation of sub-grade drainage. No open drainage channels will be permitted on land being dedicated for the park purposes.

c) Provision of water and sewer services.

#### **SECTION 9: ADDITIONAL REQUIREMENTS, DEFINITIONS.**

a) Any land dedicated to the City under this ordinance must be suitable for park and recreation uses. The following characteristics of a proposed area are generally unsuitable:

1) Any area primarily located in the 100-year flood plain as shown on the flood plain study provided by the developer.

2) Any areas of unusual topography or slope which renders same unusable for organized recreational activities.

b) Drainage areas may be accepted as a part of a park if the channel is constructed in accordance with City Engineering Standards, and no significant area of the park is cut off from access by such channel.

c) Each park must have ready access to a public street(s).

d) If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect any other provisions or application of this ordinance which can be given effect without the invalid provision or application and to this end, the provisions of this ordinance are declared to be severable.

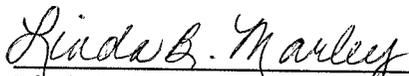
e) This ordinance shall become effective upon adoption by the City Council.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MURPHY, TEXAS ON THE 18TH DAY OF NOVEMBER, 2002.

APPROVED:

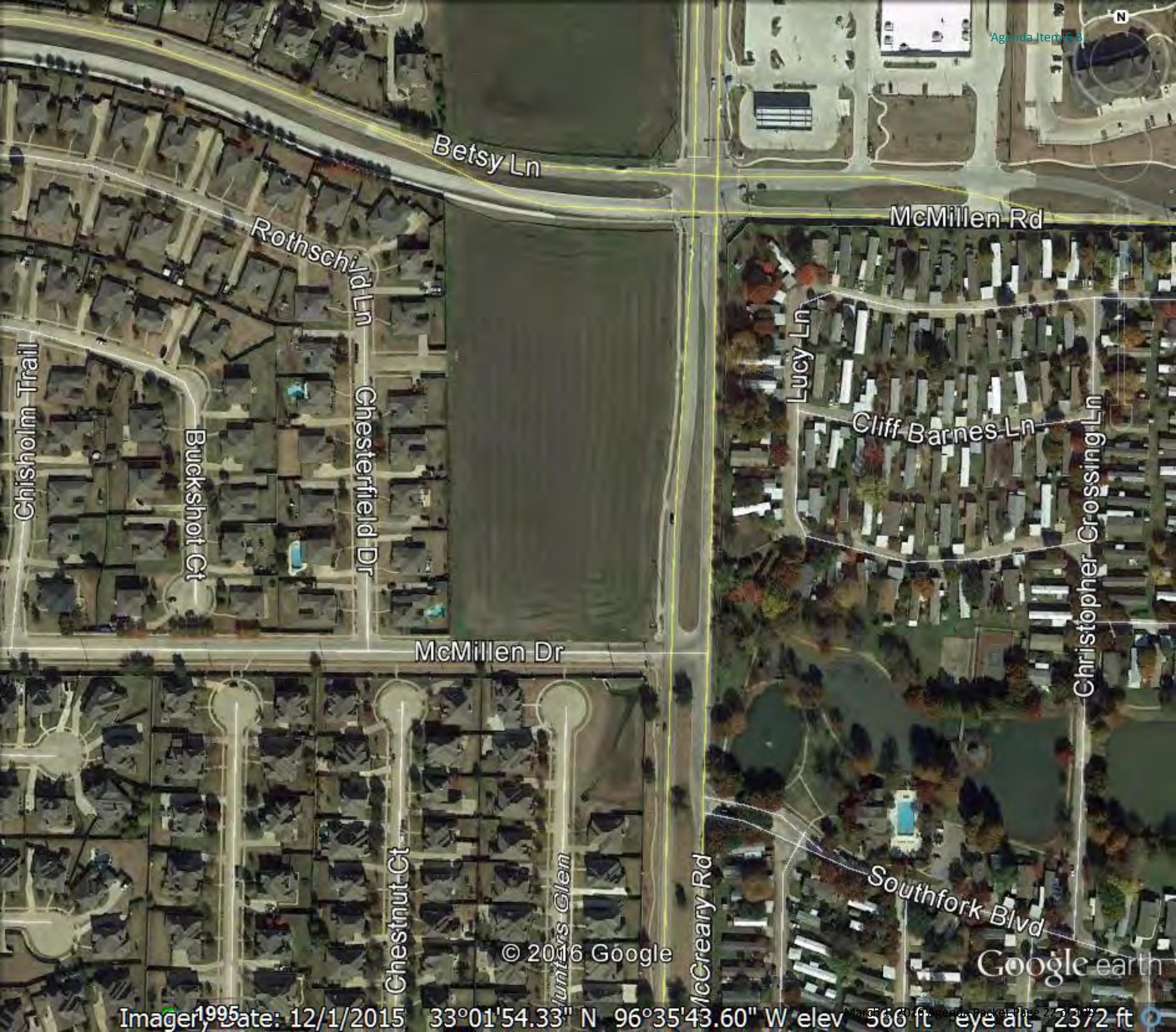
  
Roy W. Bentle, Mayor

ATTEST:

  
Linda B. Marley, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Jerry Gilmore, City Attorney



N

Betsy Ln

McMillen Rd

Rothschild Ln

Lucy Ln

Cliff Barnes Ln

Chisholm Trail

Buckshot Ct

Chesterfield Dr

Christopher Crossing Ln

McMillen Dr

Chestnut Ct

Juniors Glen

McCreary Rd

Southfork Blvd

© 2016 Google

Google earth

**City Council Meeting**  
**March 1, 2016**

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**Issue**

Consider and/or act on the bids for Central Park Food Truck Court and parking lot extension and authorize City Manager to execute the contract.

**Staff Resource/Department**

James Fisher, City Manager

**Summary**

This item was brought before the MMDD as a joint venture with the City and Community Development Corporation. The MMDD is going to take the lead in moving this project forward, especially financially. The City and Community Development Corporation each will pay one third of the project cost beginning in FY 18 and stretching into FY 20. (The City Attorney is preparing the contract details for this arrangement, I hope to have it to you at the meeting for your review.)

I have asked the Landscape Architect, Dennis Sims, to explain his thoughts on why this project came in over projections.

*We reviewed the plans and have the following comments regarding the Murphy Food Truck bid.*

*The last cost estimate was prepared in October 2015 (attached) with a construction budget of \$584,364.00 plus contingency of 116,872.00 for an estimated construction budget of \$701,236.00. The base bid from Cole Construction was \$793,251.00.*

*The majority of the difference is in the cost of concrete.*

*Based on unit prices for concrete parking lot paving an estimate of 5.50 per SF was used in the estimate and the amount bid was approximately 6.50 per SF.*

*This accounts for approximately \$47,000.00 dollars.*

*The site was rough graded during phase I of Central Park. We had to haul off as estimated 1100 CY of dirt which was not estimated in the original cost estimate.*

*We added three light poles in the food court area which were not in the original cost estimate . Once we research the festoon lights we were concerned there would not be enough light for the area. This would be an additional 15,000.00 to 17,000.00 dollars.*

*Over the last 6 to 8 months construction cost and materials, specifically concrete have escalated at a rapid pace. We are experiencing this in our other projects as well.*

*We are willing to sit down and look at cost saving if we need to lower the project budget with sacrificing any major elements. **Dennis G. Sims, RLA, ASLA***

Also, there are two alternate bids. The pedestrian guardrail and stone column serves as a delineation marker for the food truck court, helps manage pedestrian traffic and helps with safety concerns. I would recommend this alternate be considered. The alternate bid for the Arbor Structure over the Chamber area should not be considered, as it is too expensive.

The MMDD will consider this item at their 2/29/16 Meeting.

**Action Requested**

Award the contract to Cole Construction, Inc. with Alternate #1 and authorize the execution of the contract.

**Attachments**

- Dunkin Sims Stoffels, Inc. Bid Summary Letter February 16, 2016
- Preliminary Cost Estimate 10/27/15
- Site Concept Plan 1/29/16
- Construction Plat 9/2012
- Site Concept Plan 12/3/15
- Copy of Legal Notice
- Preliminary Cost Estimate 12/3/2015
- Site Concept Plan 8/25/2015

**DUNKIN  
SIMS  
STOFFELS  
Inc.**



February 16, 2016

Mr. James Fisher  
City Manager  
City of Murphy  
206 N. Murphy Road  
Murphy, Texas 75094

Dear Mr. Fisher:

Bids for the references project were read publicly at 2:00 on Friday, February 5, 2016. A total of two (2) bids were received for the construction of the Central Park Parking Lot Expansion / Food Truck Court in Murphy, Texas. Cole Construction, Inc. of Keller, Texas was the apparent low bidder, with a total base bid of \$793,251.00, add alternate bids were taken as follows:

Add Alternate #1 Pedestrian Guardrail and Stone Column	\$ 15,600.00
Add Alternate #2 Red Wood Arbor Structure over the Brick Donation Area	\$ 16,000.00

Having reviewed their bid, discussed the project with Mr. Tadd Vinson with Cole Construction, Inc. to confirm their understanding of the project scope and based upon Coles Construction's prior performance on projects of a similar scope, as related by their reference, it appears that Cole Construction, Inc. is qualified to perform the construction services outlined for the Central Park Parking Lot Expansion / Food Truck Court. Award of the contract to Cole Construction, Inc. should be considered by the Murphy Municipal Development Corporation and by City Council.

Sincerely,



Dennis Sims, RLA  
Principal



**Preliminary Cost Estimate  
CENTRAL PARK PARKING LOT & FOOD TRUCK COURT  
City of Murphy, Texas  
October 27, 2015**

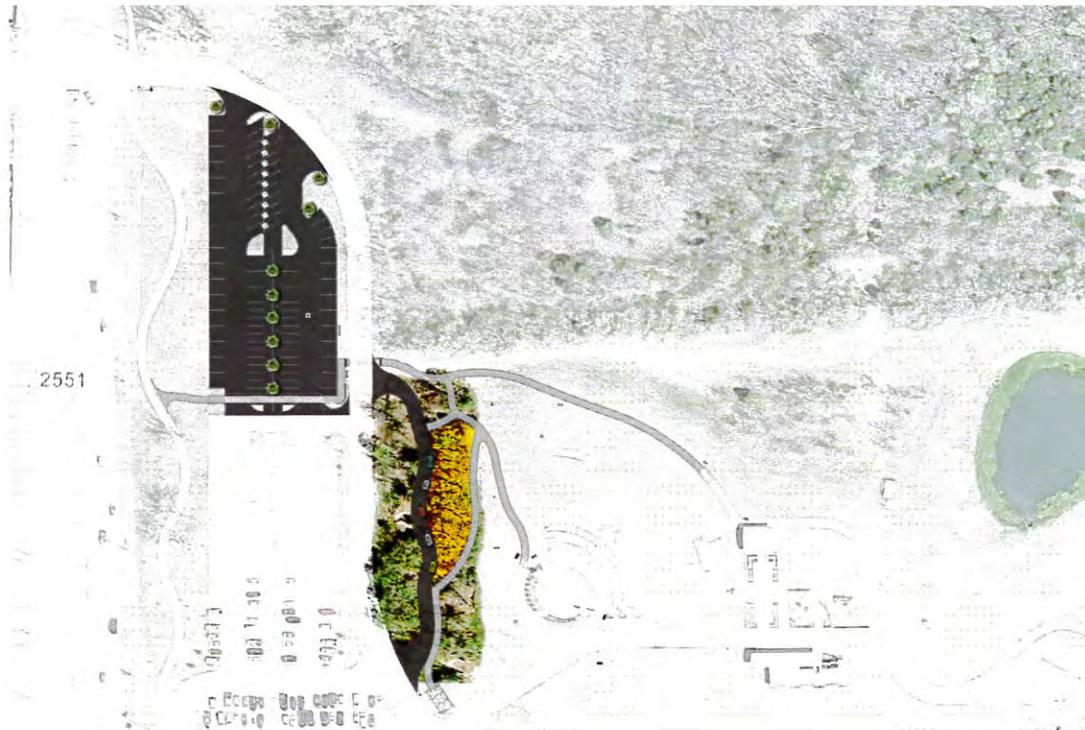
ITEMS	COST	TOTAL
<b>PARKING LOT</b>		
Demolition	\$ 5,000.00	
Finish Grading/Compaction	\$ 15,000.00	
7" Paving	\$ 105,000.00	
6" Paving	\$ 157,646.00	
Stripping	\$ 1,000.00	
Storm Sewer Extension	\$ 10,000.00	
3" Trees with Mulch (7)	\$ 3,850.00	
Irrigation Extension	\$ 10,000.00	
<b>Parking Lot Total:</b>		<b>\$ 307,496.00</b>
<b>FOOD TRUCK COURT</b>		
Demolition	\$ 7,500.00	
Select Tree Clearing	\$ 5,000.00	
Earthwork Excavation/Compaction	\$ 15,000.00	
Food Truck Lane (Concrete) 15' Wide	\$ 44,000.00	
ADA Sidewalks	\$ 10,000.00	
Decomposed Granite (DG)	\$ 32,868.00	
Electrical/Lights/Pedestal	\$ 40,000.00	
Top Hike and Bike Trail	\$ 17,500.00	
Bollards or Gates	\$ 5,000.00	
Water Line, Fire Hydrant, Sewer Dump	\$ 100,000.00	<i>(utility fund)</i>
<b>Food Truck Court Total:</b>		<b>\$ 276,868.00</b>
<b>TOTAL:</b>		<b>\$ 584,364.00</b>
Pre-Construction Contingency (20%):		\$ 116,872.80
Design Fee :		\$ 61,438.50
Construction Testing:		\$ 8,500.00
Survey Fees:		\$ 3,000.00
ADA Fee:		\$ 2,000.00
Reimbursables:		\$ 1,500.00
<b>GRAND TOTAL FOR ALL:</b>		<b>\$ 777,675.30</b>



**elevation**



**enlargement**



**master plan**



Consultant:  
**DUNKIN SIMS STOFFELS, INC.**  
LANDSCAPE ARCHITECTS/PLANNERS

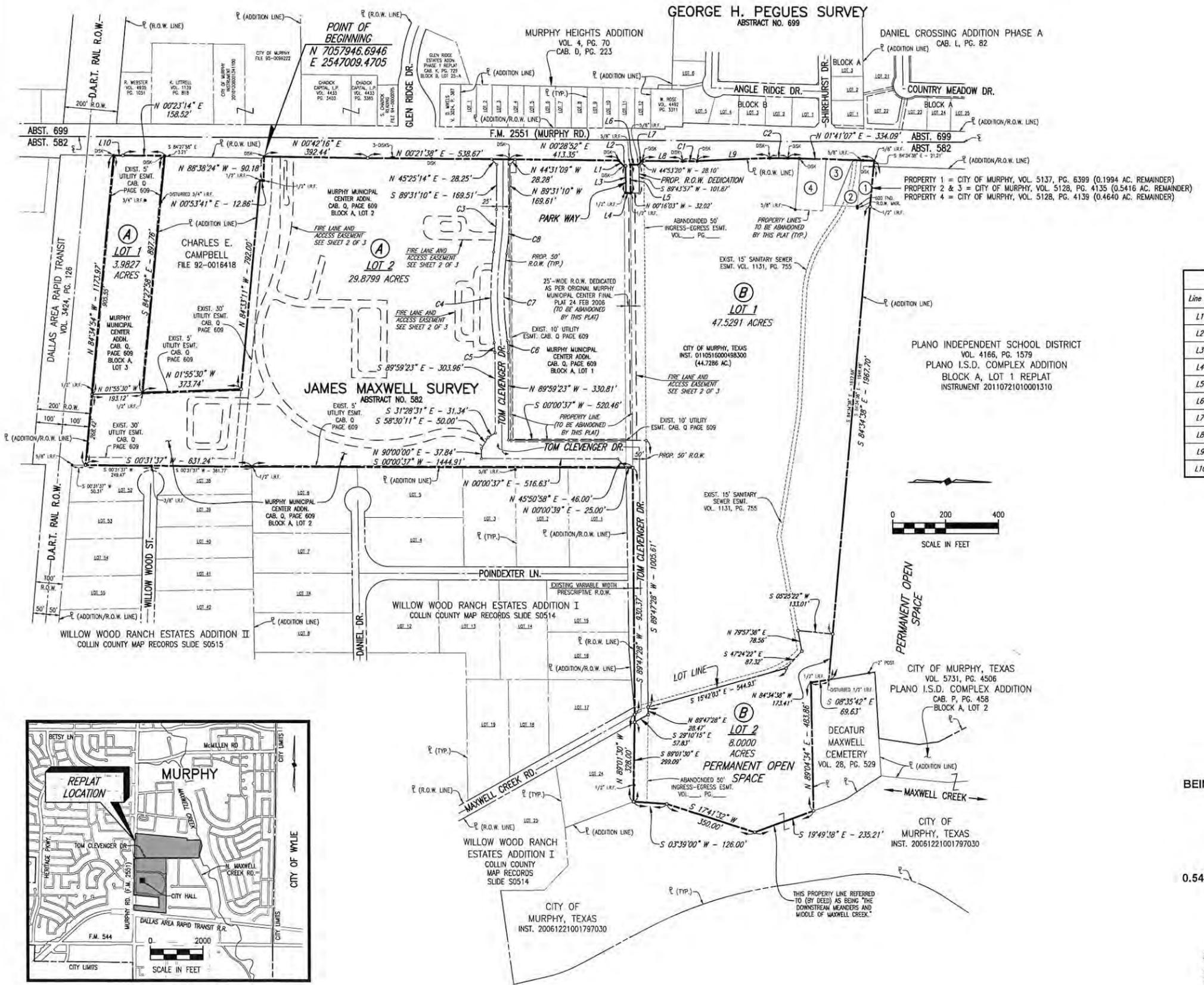


Date:  
JANUARY 29, 2016

Sheet Title:  
SITE CONCEPT PLAN



Project:  
**MURPHY CENTRAL PARK  
PARKING LOT EXPANSION  
FOODTRUCK COURT**

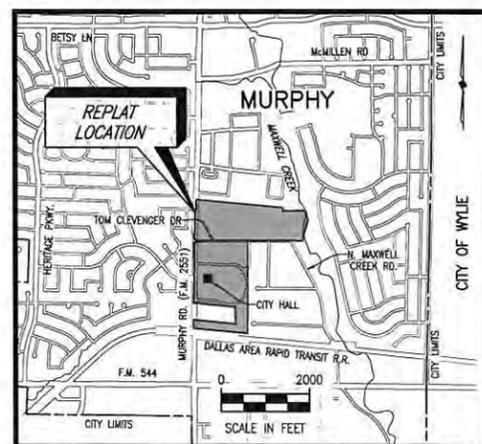
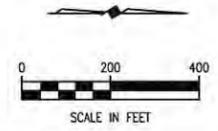


Parcel Line Table

Line #	Length	Direction
L1	28.63	N 45°07'25" E
L2	7.21	N 00°33'33" E
L3	101.57	N 89°43'57" E
L4	18.01	N 02°53'59" E
L5	107.34	S 89°47'28" W
L6	28.05	N 00°33'33" E
L7	21.20	N 44°28'32" W
L8	153.40	N 00°29'23" E
L9	277.14	N 02°26'44" W
L10	35.56	N 00°35'36" E

Curve Table

Curve #	Delta	Radius	Length	Chord Direction	Chord Length
C1	2.94	1060.00	54.30	N 00°58'40" W	54.30
C2	4.13	940.00	67.76	N 00°22'49" W	67.75
C3	7.08	1301.00	160.70	S 85°58'51" E	160.59
C4	15.49	1268.50	342.88	N 89°48'51" E	341.84
C5	7.94	270.50	37.48	N 86°02'25" E	37.45
C6	7.94	320.50	44.41	S 86°02'25" W	44.38
C7	15.49	1218.50	329.37	N 89°48'51" E	328.36
C8	7.08	1351.00	166.87	N 85°58'51" W	166.77



**CONSTRUCTION PLAT FOR RE-PLAT MURPHY MUNICIPAL CENTER**

91.86 ACRES IN THE JAS. W. MAXWELL SURVEY ABSTRACT 582  
 BEING A RE-PLAT OF THE 46.39 ACRE REMAINDER OF THE MURPHY MUNICIPAL CENTER LOTS 1, 2 AND 3  
 AND INCLUDING THE FOLLOWING UN-PLATTED TRACTS OF LAND:  
 44.73 ACRE TRACT 4, JAS W. MAXWELL SURVEY ABSTRACT. 582  
 0.1994 ACRE REMAINDER TRACT 2, JAS. W. MAXWELL SURVEY ABSTRACT 582  
 0.5416 ACRE REMAINDER, TRACTS 30 AND 31, JAS. W. MAXWELL SURVEY ABSTRACT 582  
 0.4640 ACRE REMAINDER, TRACT 3, JAS W. MAXWELL SURVEY ABSTRACT 582  
**CITY OF MURPHY, COLLIN COUNTY, TEXAS**

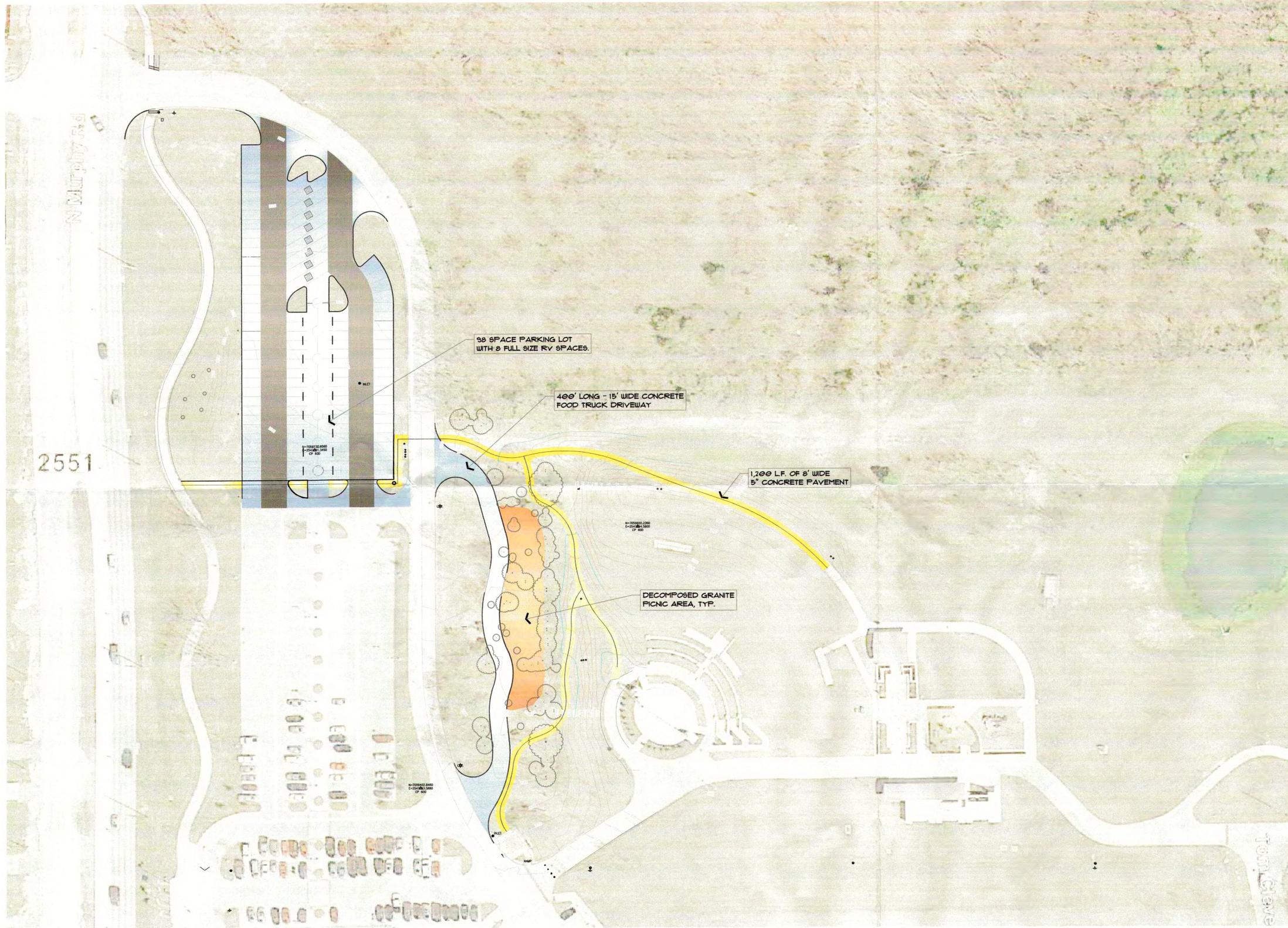
OWNER:  
 CITY OF MURPHY, TEXAS  
 206 N. Murphy Road  
 Murphy, Texas 75094  
 Tel. No.: (972) 424-6021

SURVEYOR:  
 BIRKHOFF, HENDRICKS & CARTER, L.L.P.  
 T-5PLS Firm No. 10031800  
 11910 Greenville Ave., Suite 600  
 Dallas, Texas 75243  
 Tel. No. (214) 361-7800  
 Fax No. (214) 461-8390

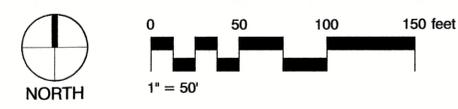
Date: SEPTEMBER 2012

SHEET 1 OF 3

These plans and related specifications were prepared for construction of this specific project only. Reuse of these documents is not permitted without written authorization of Birkhoff, Hendricks & Carter, L.L.P.



**CONCEPT PLAN**



Consultant:

**DUNKIN SIMS STOFFELS, INC.**  
**LANDSCAPE ARCHITECTS/PLANNERS**



LANDSCAPE ARCHITECTS/PLANNERS  
 622 WEST STATE STREET  
 GARLAND, TEXAS 75040  
 PHONE: (214) 953-9778  
 FAX: (214) 953-9750

Date:

**DECEMBER 3, 2015**

Sheet Title:

**SITE CONCEPT PLAN**

**SITE DEVELOPMENT**

SYMBOL	NOTES	QTY
	1" FIRE LANE PARKING LOT PAVEMENT	17,512 SF
	5" CONCRETE PAVEMENT	8,614 SF
	DECOMPOSED GRANITE FOOD TRUCK AREA	6,921 SF
	6" PARKING LOT PAVEMENT	36,399 SF

SYMBOL	NOTES
	PROPOSED CONTOURS 1
	PROPOSED CONTOURS 5

Project:

**Murphy P S A**  
**Food Truck Court**  
**Parking Lot Expansion**

**Food Truck Court & Parking Lot Addition in Central Park  
Murphy, Texas**

**SECTION 00020 -- Advertisement for Bids**

Sealed bids, in duplicate, addressed to the Honorable Mayor and City Council of Murphy, Texas, for: Food Truck Court & Parking Lot Addition in Central Park, Murphy, Texas prepared by Dunkin Sims Stoffels, Inc., 622 West State Street, Garland, Texas 75040 (phone number 214-553-5778), will be received at the office of City Secretary of the City of Murphy, 206 N. Murphy Road, Murphy, Texas until Friday, February 5, 2016 at 2:00 p.m. Bids received after 2:00 p.m. on that date will be returned unopened.

The work includes: parking lot, concrete, electrical, site

lighting, water, and miscellaneous construction.

All bids will be opened at the City of Murphy, at which time a tabulation will be made for consideration of the Owner in awarding a contract. Any bids received after the closing time will be returned unopened.

The Contractor shall identify his/her bid on the outside of the envelope by writing: **Food Truck Court & Parking Lot Addition in Central Park**

Bids shall be accompanied by a cashier's check or certified check, drawn upon a national or state bank, in an amount not less than five percent (5%) of the total maximum bid price, payable without recourse to the City of Murphy, or a bid bond in the same amount from a reliable surety company, as a guarantee that the bidder will enter

into a contract.

**Bidding Documents:** A maximum of two sets of Plans, Specifications and other Bidding Documents for this project may be obtained by General Contractors and Primary Sub-Contractors from the office of Dunkin Sims Stoffels, Inc., 622 West State Street, Garland, Texas 75040, (phone number 214-553-5778), upon receipt of a non-refundable check for \$100.00 per each set of plans, payable to the City of Murphy. Partial sets of drawings and specifications will not be available.

The right is reserved by the Mayor and the City Council, as the interest of the City may require, to reject any and all bids, and to waive any informality in bids received.

No officer or employee of the City of Murphy shall have a financial interest,

direct or indirect, in any contract with the City of Murphy.

THE CITY OF MURPHY, TEXAS  
37-21-133li-b

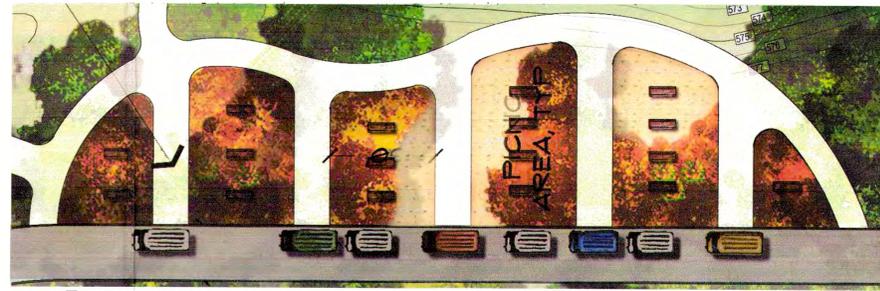


**Preliminary Cost Estimate  
CENTRAL PARK PARKING LOT & FOOD TRUCK COURT  
City of Murphy, Texas  
December 3, 2015**

ITEMS	COST	TOTAL
<b>PARKING LOT</b>		
Demolition	\$ 5,000.00	
Finish Grading/Compaction	\$ 15,000.00	
7" Paving	\$ 105,000.00	
6" Paving	\$ 157,646.00	
Stripping	\$ 1,000.00	
Storm Sewer Extension	\$ 10,000.00	
3" Trees with Mulch (7)	\$ 3,850.00	
Irrigation Extension	\$ 10,000.00	
Parking Lot Lights	\$ 65,000.00	
<b>Parking Lot Total:</b>		<b>\$ 372,496.00</b>
<b>FOOD TRUCK COURT</b>		
Demolition	\$ 7,500.00	
Select Tree Clearing	\$ 5,000.00	
Earthwork Excavation/Compaction	\$ 15,000.00	
Food Truck Lane (Concrete) 15' Wide	\$ 44,000.00	
ADA Sidewalks	\$ 10,000.00	
Decomposed Granite (DG)	\$ 32,868.00	
Electrical/Lights/Pedestal	\$ 40,000.00	
Top Hike and Bike Trail	\$ 17,500.00	
Bollards or Gates	\$ 5,000.00	
Water Line, Fire Hydrant	\$ 95,000.00	
<b>Food Truck Court Total:</b>		<b>\$ 271,868.00</b>
<b>TOTAL:</b>		<b>\$ 644,364.00</b>
Pre-Construction Contingency :		\$ 56,872.80
Design Fee :		\$ 61,438.50
Construction Testing:		\$ 8,500.00
Survey Fees:		\$ 3,000.00
ADA Fee:		\$ 2,000.00
Reimbursables:		\$ 1,500.00
<b>GRAND TOTAL FOR ALL:</b>		<b>\$ 777,675.30</b>



elevation



enlargement



concept plan

Consultant:  
**DUNKIN SIMS STOFFELS, INC.**  
LANDSCAPE ARCHITECTS/PLANNERS

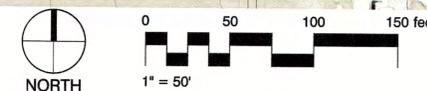
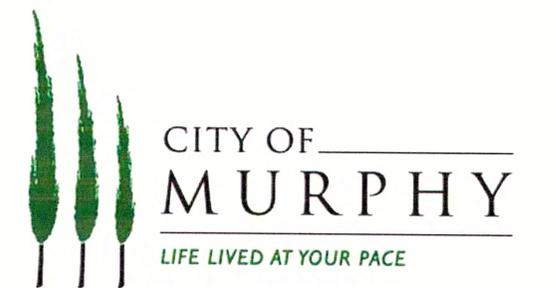


Date:  
**AUGUST 25, 2015**

Sheet Title:  
**SITE CONCEPT PLAN**

**SITE DEVELOPMENT**

SYMBOL	NOTES
	7" FIRE LANE PARKING LOT PAVEMENT
	5" CONCRETE PAVEMENT
	DECOMPOSED GRANITE FOOD TRUCK AREA
	6" PARKING LOT PAVEMENT



**City Council Meeting**  
**March 1, 2016**

---

**Issue**

Consider and take appropriate action, if any, on the South Maxwell Creek Parallel Trunk Sewer Project extension across DART Railroad and the Engineering Services Agreement – Amendment No. 1..

**Staff Resource/Department**

James Fisher, City Manager

**Summary**

The City of Murphy approved this contract on January 20<sup>th</sup>, 2015 in the amount of \$2,068,007.01. The City authorized \$3,000,000 in Utility Bonds to finance this project and any excess dollars from this project will be utilized on other Utility Fund projects that City Council may authorize. To date, no other projects have been submitted for consideration.

The staff is asking for this consideration of this project as this manhole area has been subject to overflows during significant rail events. The line here is shallower and also this line sits at the junction of other sewer lines that are feeding into the South Maxwell Creek line. The new line will help alleviate that pressure.

The staff contracted to raise the manhole in this are to give us additional buffer at this site.

**Action Requested**

City Council award the extension of the South Maxwell Creek line and Amendment #1 to the Engineering Services Agreement.

**Attachments**

- 1/22/16 Memo from the City Engineer regarding the extension
- Engineering Services Agreement – Amendment # 1

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

**MEMORANDUM**

**To:** Mr. Bernie Parker  
Director of Public Services

**From:** Derek B. Chaney, P.E., R.P.L.S.



**Date:** January 22, 2016

**Subject:** South Maxwell Creek Trunk Sewer – Extension Across DART Railroad

---

As requested, we have identified a conceptual route to extend the South Maxwell Creek Parallel Trunk Sewer from its current termination south of the DART Railroad right-of-way. With this extension, the 21-inch diameter sanitary sewer will extend upstream (northerly), across the DART Railroad, and connect to the existing 21-inch sanitary sewer south of Willow Wood Drive. The conceptual route is shown on Exhibit A, attached hereto.

Using established contract unit bid prices by the South Maxwell Creek Parallel Trunk Sewer project, an engineer's opinion of construction cost and project budget was prepared based on quantities estimated for the identified route. **At this conceptual stage, our engineer's opinion of the total project budget for this additional work is in the range of \$170,000.** An itemized summary of the project budget prepared is attached as Exhibit B.

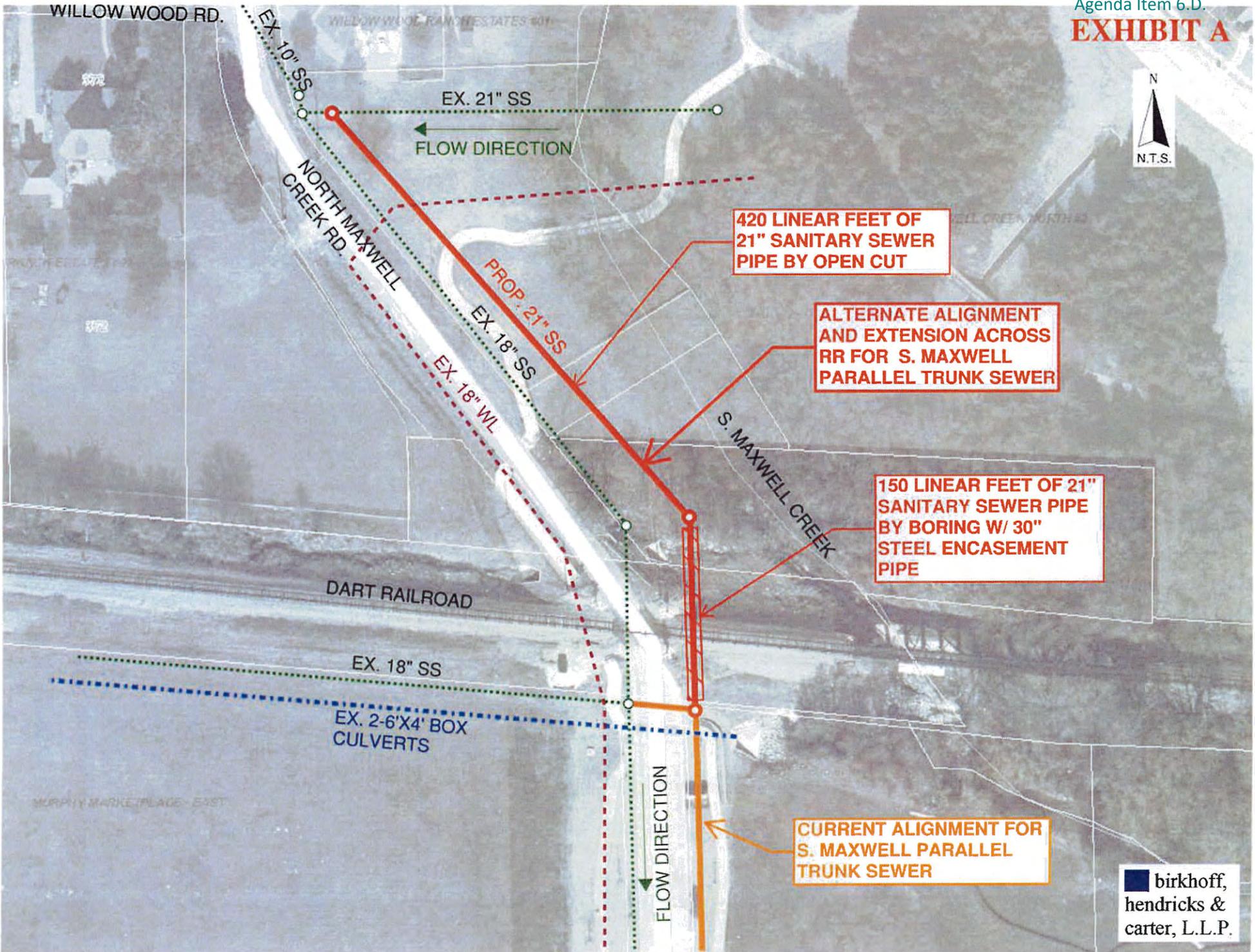
Note that this extension will create a new utility crossing of the DART Railroad right-of-way. The crossing will require preparation of permit documents and the City will incur a financial obligation for any permit and maintenance fees that may be enforced by DART. These fees are not known at this time, and have not been included in the project budget prepared. It should also be noted that the route and budget prepared is conceptual, and may change as a result of field survey and findings during detailed design.

We are available to discuss this extension and associated project budget further at your convenience. At the City's direction, we will begin processing a change order to add this extra work to the City's contract with P.C. Contractors, and submit an engineering services contract amendment to the City to provide the additional services required.

cc: Mr. James Fisher

Enclosures

# EXHIBIT A



**420 LINEAR FEET OF 21" SANITARY SEWER PIPE BY OPEN CUT**

**ALTERNATE ALIGNMENT AND EXTENSION ACROSS RR FOR S. MAXWELL PARALLEL TRUNK SEWER**

**150 LINEAR FEET OF 21" SANITARY SEWER PIPE BY BORING W/ 30" STEEL ENCASEMENT PIPE**

**CURRENT ALIGNMENT FOR S. MAXWELL PARALLEL TRUNK SEWER**

**birkhoff,  
hendricks &  
carter, L.L.P.**

**EXHIBIT B**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

Project No. 2013-106

Client: The City of Murphy

Date: 22-Jan-16

Project: South Maxwell Creek Parallel Trunk Sewer

Extension across DART Railroad to south of Willow Wood Rd.

By: CDB/DBC

**ENGINEER'S OPINION OF CONSTRUCTION COST**

Item No.	Description	Quantity	Unit	Price	Amount
1	Furnish & Install 21-inch Sanitary Sewer w/ Class "H" Embedment, by Open Cut	420	L.F.	\$ 42.76	\$ 17,959.20
2	Furnish & Install 21-inch Sanitary Sewer w/ 30-inch Steel Encasement Pipe (1/2-inch Wall Thickness) by Other Than Open Cut	150	L.F.	\$ 691.00	\$ 103,650.00
3	Furnish & Install 5-foot Dia. Std. Manhole (10-foot Standard Depth)	1	Ea.	\$ 5,252.00	\$ 5,252.00
4	Furnish Extra Depth For 5-foot Diameter Manhole Exceeding 10-foot Depth	3	V.F.	\$ 287.00	\$ 861.00
5	Furnish & Install 6-foot Dia. Std. Manhole (10-foot Standard Depth)	1	Ea.	\$ 7,276.00	\$ 7,276.00
6	Furnish Extra Depth For 6-foot Diameter Manhole Exceeding 10-foot Depth	8	V.F.	\$ 344.00	\$ 2,752.00
7	Connect to Existing 21-inch sanitary sewer	1	Ea.	\$ 725.00	\$ 725.00
8	Remove and Replace Reinforced Concrete Sidewalk (Including Saw Cut)	10	S.Y.	\$ 32.23	\$ 322.30
9	Furnish, Install & Implement Trench Safety System	570	L.F.	\$ 0.88	\$ 501.60
10	Furnish, Implement and Maintain Erosion Control Devices	1	Mth.	\$ 2,127.00	\$ 2,127.00
11	Furnish, Implement and Maintain Traffic Control Devices	1	Mth.	\$ 1,278.00	\$ 1,278.00
12	Furnish, Install, Maintain and Fertilize Solid Block Sod, Including Top Soil	300	S.Y.	\$ 4.61	\$ 1,383.00
	<b>Subtotal: Base Bid</b>				\$ <b>144,087.10</b>
	Contingencies and Miscellaneous Items	5%			\$ 7,204.36
	Engineering, Surveying and Testing	12%			\$ 17,290.45
	<b>Total:</b>				\$ <b>168,581.91</b>
				<b>USE:</b>	\$ <b>170,000.00</b>

**Gary Hendricks - Murphy Manhole Raised in Park near Maxwell Road.**

---

**From:** Joe Swinnea <joeswinnea@hotmail.com>  
**To:** "BH&C Gary Hendricks" <GHendricks@BHCLLP.COM>  
**Date:** Monday, February 15, 2016 6:18 PM  
**Subject:** Murphy Manhole Raised in Park near Maxwell Road.  
**Attachments:** 1. Groove and Interior of MH prior to grouting.JPG; 2. Exterior Grout in Place.JPG; 3. Manhole tie-downs and reinfocing at base.JPG; 4. Concrete around base.JPG; 5. Finished Grade at MH.JPG; 6. Finished Grade-View from West.JPG

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We are complete with the manhole raising and grading. Please see the attached photos for your use. Thanks for the reference/work and let me know if you have an issue with the work as indicated in the photos.













**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600

Dallas, Texas 75243

Fax (214) 461-8390

Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

February 22, 2016

Mr. James Fisher  
City Manager  
City of Murphy, Texas  
206 North Murphy Road  
Murphy, Texas 75094

Re: South Maxwell Creek Parallel Trunk Sewer  
**Engineering Services Agreement –Amendment No. 1 (REVISED)**

Dear Mr. Fisher:

As you requested, we are pleased to submit this Amendment No. 1 to our professional engineering services agreement for the South Maxwell Creek Parallel Trunk Sewer project, dated October 25, 2012. The original agreement is enclosed for your reference. This Amendment No. 1 provides the additional compensation for the changes in scope defined herein.

**I. Original Project Scope**

The original project scope includes professional engineering design, bidding phase services, construction administration phase services, field surveys, and geotechnical investigations and evaluation services for the South Maxwell Creek Parallel Trunk Sewer from the DART Railroad to the NTMWD Point of Entry. The project generally consist of approximately 14,700 linear feet of 15-inch, 18-inch, 21-inch and 24-inch diameter sanitary sewer pipe generally parallel to the existing S. Maxwell Creek Trunk sewer.

**II. Changes in Project Scope**

**A. Extension of Trunk Sewer Upstream of DART Railroad**

As directed by the City in January, 2016, we conducted a capacity analysis of the South Maxwell Creek Trunk Sewer upstream of the DART Railroad that indicated the capacity of this segment of sewer was exceeded during peak wet weather flow conditions. It was determined that the capacity constraint would be relieved by paralleling existing line with a 21-inch diameter sanitary sewer.

By this Amendment No. 1, we propose to add the additional scope necessary to extend the proposed 21-inch sewer from its current termination at the south right-of-way of the DART Railroad, approximately 570 linear feet north to Willow Wood Road.

• **Refer to Exhibit “A”, Engineering Services (Original Agreement)**

This Amendment No. 1 adds; “Provide the Field Survey and Engineering Design services for approximately 570 linear feet of 21-inch diameter parallel sanitary sewer pipe across the DART Railroad, and extending to Willow Wood Road.”.



**B. Extension of Construction Contract Time**

The original agreement provided for a lump sum compensation for construction administration services based on a fixed construction contract time. The City's construction contract with PC Contractors, LLC, allotted 360 calendar days for construction time. The contractor has formally requested a six month (180 calendar days) extension of contract time. Based on actual hours expended to provide construction administration services on the project to date, the value of 180 calendar days of construction administration services was calculated as \$12,000.00. With this Amendment No. 1, we propose to add \$12,000.00 to the compensation amount established for Construction Administration Services in the Original Agreement.

**III. Changes in Compensation – Refer to Exhibit “C” Payment Schedule (Original Agreement)**

- **Refer to Basic Services, Part II-Design Phase**  
We propose to be compensated \$9,700.00 for the additional engineering design services required to extend the proposed 21-inch diameter sewer across the DART Railroad, and extending to Willow Wood Road.
- **Refer to Basic Services, Part IV-Construction Phase**  
We propose to be compensated \$12,000.00 for the additional construction administration services necessary to extend the construction contract time by 180 calendar days.
- **Refer to Additional Services, A. Field Surveys (Design, Construction, Boundary)**  
We propose to be compensated \$1,700 for the additional field surveying services required to extend the proposed 21-inch diameter sewer across the DART Railroad, and extending to Willow Wood Road.

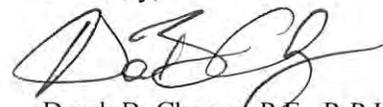
The payment schedule in the original agreement is hereby modified as shown on the following page to provide compensation for the changes in project scope noted in this Amendment No. 1.

**Exhibit "C"**  
**Payment Schedule**

Engineering Services Task		Original Contract Amount	Amendment No. 1	Revised Contract Amount
<b>Basic Services</b>	Preliminary Design Phase	\$15,500	\$0	\$15,500
	Design Phase	\$112,000	\$9,700	\$121,700
	Bidding Phase	\$7,900	\$0	\$7,900
	Construction Phase	\$24,500	\$12,000	\$36,500
	<b>Subtotal, Basic Services</b>	<b>\$159,900</b>	<b>\$21,700</b>	<b>\$181,600</b>
<b>Additional Services</b>	Field Surveys	\$35,700	\$1,700	\$37,400
	Preparation of Easement Plat & Field Notes	\$39,000	\$0	\$39,000
	Geotechnical Evaluation and Report	\$11,500	\$0	\$11,500
	NTMWD Coordination Meetings	\$3,200	\$0	\$3,200
	Printing of Final Plans & Specifications	\$2,500	\$0	\$2,500
	Preparation of Construction Record Drawings	\$2,500	\$0	\$2,500
	<b>Subtotal, Additional Services</b>	<b>\$94,400</b>	<b>\$1,700</b>	<b>\$96,100</b>
<b>Grand Total:</b>		<b>\$254,300</b>	<b>\$23,400</b>	<b>\$277,700</b>

If this Amendment No. 1 to our professional engineering services agreement for the South Maxwell Creek Parallel Trunk Sewer project, dated October 25, 2012 meets with your approval, please have one original executed and returned to our office. We are standing by to begin work on the additional scope of outlined in the amendment upon your authorization to proceed.

Sincerely,



Derek B. Chaney, P.E., R.P.L.S.

Enclosures

cc: Mr. Bernie Parker

**APPROVED BY THE CITY OF MURPHY, TX**

By: **Mr. James Fisher, City Manager**

Date:

**PROFESSIONAL ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** is made and entered into by and between the **City of Murphy, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

**WITNESSETH:**

**WHEREAS**, the City desires to engage the services of the Engineer to complete engineering design, bidding phase services, construction administration phase services; and provide surveying services for the

*South Maxwell Creek Parallel Trunk Sewer, from the DART RR to the NTMWD Point of Entry*

All together , hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

**I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

**II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt.

### **V. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$1,000,000), Worker's Compensation, General Liability and Automobile Insurance.

### **VI. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **VII. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **VIII. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the

construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

### **IX. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and he will furnish the City with one complete set of reproducible drawings, two sets of record prints, and electronic files.

### **X. Complete Contract**

This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

### **XI. Mailing of Notices**

Unless instructed otherwise in writing, Engineer agrees that all notices or communications to City permitted or required under this Agreement shall be addressed to City at the following address:

Mr. James Fisher  
City Manager  
City of Muphy, Texas  
206 N. Murphy Road  
Murphy, Texas 75094  
Phone: (972) 468-4023

City agrees that all notices or communications to Engineer permitted or required under this Agreement shall be addressed to Engineer at the following address:

Gary C. Hendricks, P.E., R.P.L.S.  
Birkhoff, Hendricks & Carter, L.L.P.  
11910 Greenville Ave., #600  
Dallas, Texas 75243  
Phone: (214) 361-7900

All notices or communications required to be given in writing by one party or the other shall be considered as having been given to the addressee on the date such notice or communication is posted by the sending party.

**XII. Texas Board of Professional Land Surveying Contact Information**

Recipients of professional land surveying services under this agreement may direct complaints regarding such services to the Texas Board of Professional Land Surveying, 12100 Park 35 Circle, Building A, Suite 156, MC 230, Austin, TX 78753, Phone (512) 239-5263, Fax (512) 239-5253.

**XIII. Contract Amendments**

This Agreement may be amended only by the mutual agreement of the parties expressed in writing.

**XIV. Effective Date**

This Agreement shall be effective from and after execution by both parties hereto.

**WITNESS OUR HANDS AND SEALS** on the date indicated below.

**CITY OF MURPHY, TEXAS**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

By: \_\_\_\_\_  
James Fisher, City Manager

By: \_\_\_\_\_  
Gary C. Hendricks, P.E., R.P.L.S.

Date: \_\_\_\_\_

Date: 10/25/2012

**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

# EXHIBIT “A”

## ENGINEERING SERVICES

### *South Maxwell Creek Parallel Trunk Sewer*

*From the DART Railroad to the NTMWD Point of Entry*

#### **General Project Description:**

Engineering design, bidding phase services, construction administration phase services; field surveys, and geotechnical investigations and evaluation services for the South Maxwell Creek Parallel Trunk Sewer from the DART Railroad to the NTMWD Point of Entry. The project generally consist of approximately 14,700 linear feet of 15-inch, 18-inch, 21-inch and 24-inch diameter sanitary sewer pipe generally parallel to the existing S. Maxwell Creek Trunk sewer as outlined in the *South Maxwell Creek Trunk Sewer –Population, Flow Projects and Capital Improvement Plan Report* to the City of Murphy, dated June 2, 2011.

#### **Part I: Preliminary Design**

- A. Confirm and update flow data, population projections and recommendations contained in the South Maxwell Creek Trunk Sewer – Pipulation, Flow Projects and Capital Improvement Plan Report dated June 2, 2011.
- B. Prepare a preliminary route schematic showing the location of the existing S. Maxwell Creek Trunk Sewer, property ownership and the recommended parallel trunk sewer route
- C. Update the opinion of probable construction cost based ion the preliminary schematic.
- D. Prepare a Preliminary Engineering letter report outling the findings and recommendations developed in Items A-C above.
- E. Attend one preliminary design meeting with the City to discuss the findings and recommendations

**Part II: Final Design**

Prepare plans, specifications and contract documents for construction of the **S. Maxwell Creek Parallel Trunk Sewer**

**The design phase services include:**

- A. Construction Plan-Profile Sheets prepared at a scale of not less than 1"= 20'
- B. Standard Details
- C. Special Details
- D. Cover Sheet, Location Map and Sheet Index
- E. Coordination with other franchise utility companies
- F. 2-Design review meetings with City Staff and/or the NTMWD Staff
- G. Opinion of Probable Construction Estimate
- H. Preparation of Specifications and Contract Documents
- I. Assist in procuring geotechnical engineering information or reports as the project requirements dictate
- J. Printing of preliminary plans and specifications for review by the City of Murphy and Utility Companies
- K. Plans will be submitted for review and comment by the City at the 60% complete, 90% complete and Final Complete phase.

**Part III: Bidding Phase**

- A. Assist the City staff in advertising for bids. This will include e-mailing "Notice to Contractors" to contractors experienced in this type of construction. City will have Notice published in local newspaper.
- B. Sell bidding documents to potential bidders and their suppliers and other parties.
- C. Provide bidding documents to City of Murphy, Dodge Reports and two other parties requested by the City.
- D. Assist during opening of bids and provide bidding tally sheets.

- E. Provide bid tabulation to City and contractors who submitted bids.
- F. Obtain the following information from the lowest bidder:
- G. Past work history,
- H. Physical resources to produce the project.
- (i) Formulate opinion from information received and provide the City a summary of the opinion for their use in selection and award of the construction contract.
- I. After award of contract, furnish ten sets of prints of the final plans, specifications and contract documents to the City for construction use by the City and Contractor.

**Part IV: Construction Phase**

- A. Conduct pre-construction conference, including preparing an agenda.
- B. Attend coordination meetings with contractor, quality control personnel, and City representatives to discuss strategy, problem areas, progress, and any required coordination.
- C. Review shop drawings and other submittal information which the Contractor submits. This review is for the benefit of the Owner and covers only general conformance with information given by the Contract Documents. The contractor is to review and stamp their approval on submittals prior to submitting to the Engineer. Review by the Engineer does not relieve the Contractor of any responsibilities, safety measures or the necessity to construct a complete and workable facility in accordance with the Contract Documents.
- D. Provide written responses to requests for information or clarification to City or Contractor.
- E. Prepare and process routine change orders for this project as they pertain to the original scope of work.

- F. Prepare monthly pay request from information obtained in the field.
- G. Accompany the City during their final inspection of the project.
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**Part V: Additional Services**

- A. Field Survey for Design, Easement Preparation and Construction Control
- B. Preparation of Plat and Field Note Descriptions Easements. For this project, we expect no more than twenty six (26) separate easement descriptions are required.
- C. NTMWD Coordination Meetings. Attendance at NTMWD Coordination Meetings. Our budget for this item anticipates four (4) meetings.
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- L. Prepare Record Drawings. Utilizing on-site representative and Contractor construction record information, consultant will prepare one set of reproducible record drawings. Prepare Record Drawings utilizing on-site representative and Contractor construction record information, consultant will prepare one set of 22"x 34" reproducible record drawings on mylar and one set of electronic image files in Adobe Acrobat file format.

**Part VI: Exclusions**

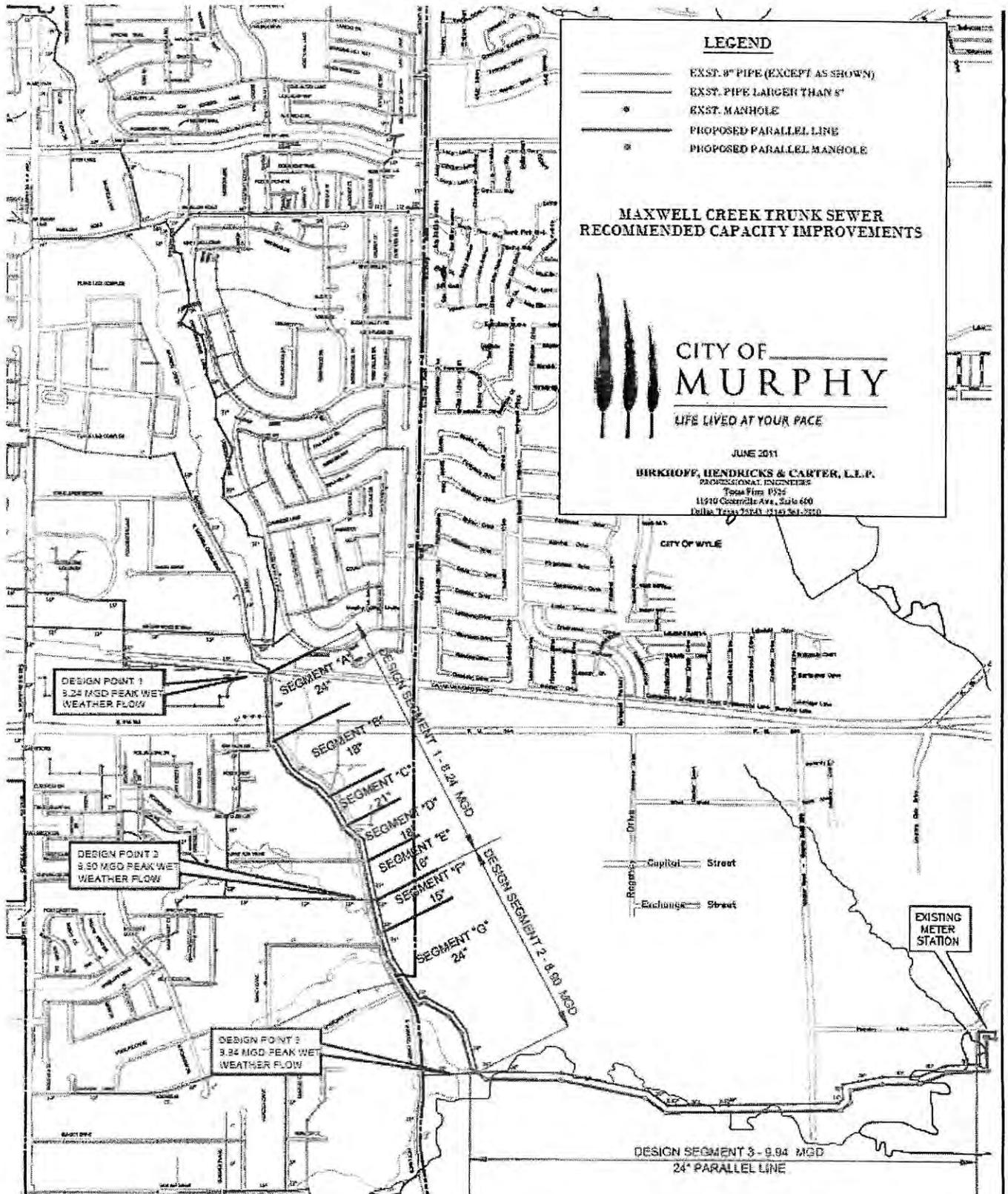
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- K. Consulting services by others not included in proposal.
- L. Revisions and/or change orders as a result of revisions after completion of original design (unless to correct error on plans).
- M. Traffic engineering report or study.
- N. Title searches

# EXHIBIT "A"

## South Maxwell Creek Parallel Trunk Sewer (From the DART Railroad to the NTMWD Point of Entry) Project Location Map



**EXHIBIT “B”**

***South Maxwell Creek Parallel Trunk Sewer***

*From the DART Railroad to the NTMWD Point of Entry*

**COMPLETION SCHEDULE**

This Completion Schedule is based on an expected notice to proceed date of **January 2, 2013**. Should the notice to proceed date be changed, this schedule will adjust to accordingly.

Notice to Proceed .....	January 2, 2013
Intitial Project Meeting .....	January 8, 2013
Permission to Survey Request.....	January 8 – 30, 2013
Begin Field Surveys .....	February 1, 2013
Complete Field Surveys .....	March 15, 2013
Submit Preliminary Phase Letter Report to City for Review .....	March 29, 2013
Receive Review Comments from City .....	April 5, 2013
Submitt Plats and Field Notes for Easement Acquisition: .....	April 30, 2013
Complete Final Plans .....	June 28, 2013
Easement Acquisition (By others).....	May 1 – Sept. 1, 2013
Advertise Project .....	October, 2013
Receive Bid .....	November, 2013
Award Contract .....	November, 2013
Notice to Proceed with Construction .....	December, 2013
Construction Complete .....	October, 2014

## EXHIBIT “C”

### PAYMENT SCHEDULE

Payment for the basic services described under Parts I, II, III and IV, shall be on a **Lump Sum Basis** in the following Amounts:

Part I: Preliminary Design Phase.....	\$15,500 (10%)
Part II- Design Phase: .....	\$112,000 (70%)
Part III - Bidding Phase: .....	\$7,900 (5%)
Part IV - Construction Phase .....	<u>\$24,500 (15%)</u>
<b>Total Amount, Basic Services (Parts I–IV): .....</b>	<b>\$159,900 (100%)</b>

For the Additional Services described in Part V, we propose to be compensated on a salary cost basis times a multiplier of 2.35, with expenses at actual invoice cost times 1.15. Automobile mileage for special services will be invoiced at \$0.50 per mile. Rental rates for surveying equipment, if required or requested by the City are \$125 per day for Total Station, \$200 per day for GPS instrument with one rover unit, \$300 per day for GPS with two rover units.

We suggest you budget approximately \$94,400 in the following amounts for our services on this project:

A. Field Surveys(Design ,Construction and Boundary) .....	\$35,700
B. Preparation of Plats and Field Note Descriptions (26 each):.....	\$39,000
C. Geotechnical Evaluation and Report (by our subconsultant): .....	\$11,500
D. NTMWD Coordination Meetings (4 each):.....	\$3,200
E. Printing of Final Plans and Specifications .....	\$2,500
F. Preparation of Construction Record Drawings:.....	<u>\$ 2,500</u>
<b>Total Amount, Additional Services (Part IV): .....</b>	<b>\$94,400</b>

Payments are to be made on a monthly based on the percent complete of the design or construction phase for the Basic Services, and based on the actual hourly expenditures for the Special Services.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600      Dallas, Texas 75243      Fax (214) 461-8390      Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

February 22, 2016

Mr. James Fisher  
City Manager  
City of Murphy, Texas  
206 North Murphy Road  
Murphy, Texas 75094

Re: South Maxwell Creek Parallel Trunk Sewer  
**Engineering Services Agreement –Amendment No. 1 (REVISED)**

Dear Mr. Fisher:

As you requested, we are pleased to submit this Amendment No. 1 to our professional engineering services agreement for the South Maxwell Creek Parallel Trunk Sewer project, dated October 25, 2012. The original agreement is enclosed for your reference. This Amendment No. 1 provides the additional compensation for the changes in scope defined herein.

**I. Original Project Scope**

The original project scope includes professional engineering design, bidding phase services, construction administration phase services, field surveys, and geotechnical investigations and evaluation services for the South Maxwell Creek Parallel Trunk Sewer from the DART Railroad to the NTMWD Point of Entry. The project generally consist of approximately 14,700 linear feet of 15-inch, 18-inch, 21-inch and 24-inch diameter sanitary sewer pipe generally parallel to the existing S. Maxwell Creek Trunk sewer.

**II. Changes in Project Scope**

**A. Extension of Trunk Sewer Upstream of DART Railroad**

As directed by the City in January, 2016, we conducted a capacity analysis of the South Maxwell Creek Trunk Sewer upstream of the DART Railroad that indicated the capacity of this segment of sewer was exceeded during peak wet weather flow conditions. It was determined that the capacity constraint would be relieved by paralleling existing line with a 21-inch diameter sanitary sewer.

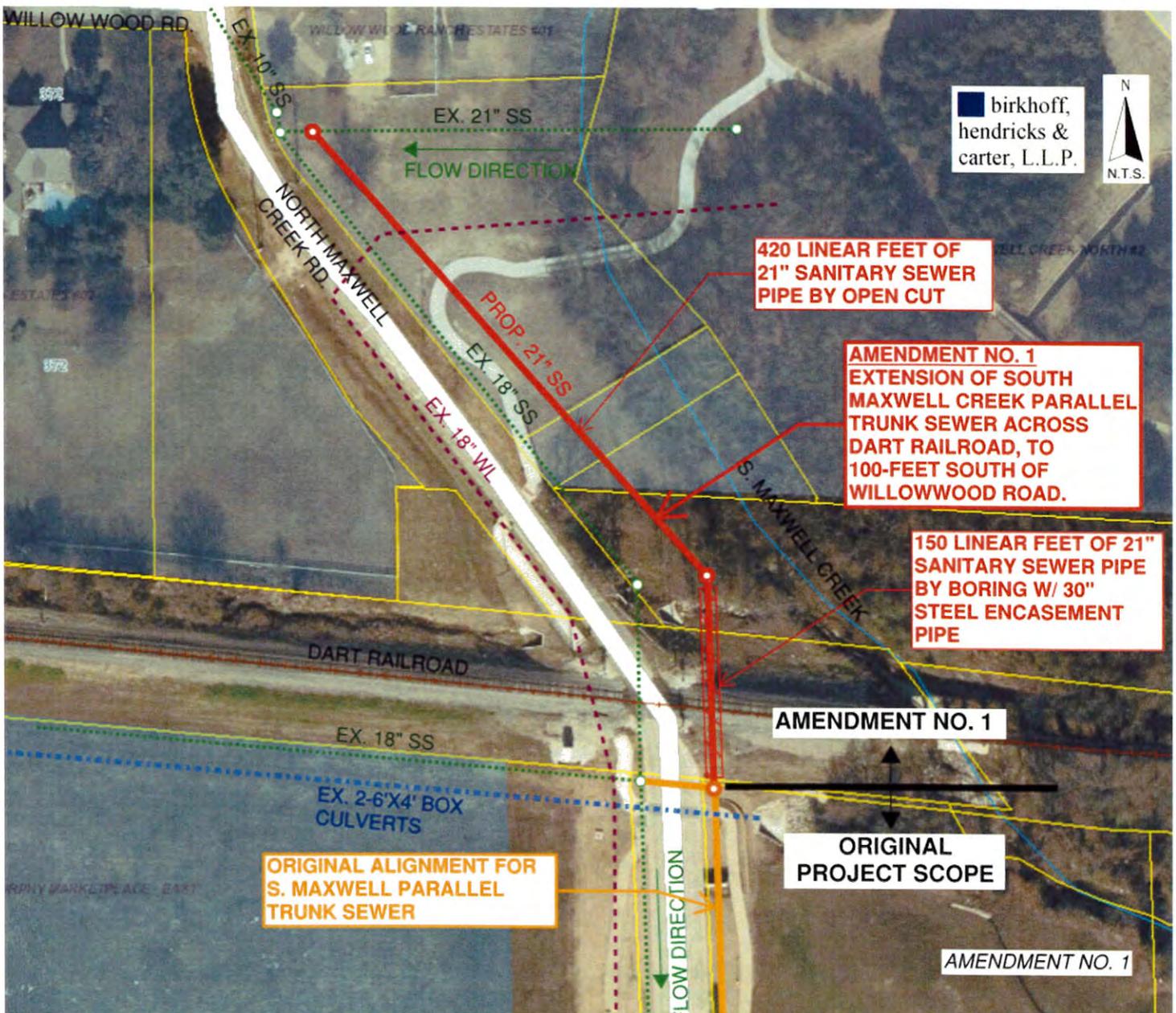
By this Amendment No. 1, we propose to add the additional scope necessary to extend the proposed 21-inch sewer from its current termination at the south right-of-way of the DART Railroad, approximately 570 linear feet north to Willow Wood Road.

• **Refer to Exhibit “A”, Engineering Services (Original Agreement)**

This Amendment No. 1 adds; “Provide the Field Survey and Engineering Design services for approximately 570 linear feet of 21-inch diameter parallel sanitary sewer pipe across the DART Railroad, and extending to Willow Wood Road.”.

- **Refer to the Project Location Map (Original Agreement)**  
This Amendment No. 1 adds the supplemental project location map shown below marked Amendment No. 1 in the lower right-hand corner of the page. The supplemental location map identifies the limits of the proposed 21-inch sewer extension across the DART Railroad, and extending to Willow Wood Road.

### Supplemental Project Location Map Amendment No. 1



B. Extension of Construction Contract Time

The original agreement provided for a lump sum compensation for construction administration services based on a fixed construction contract time. The City's construction contract with PC Contractors, LLC, allotted 360 calendar days for construction time. The contractor has formally requested a six month (180 calendar days) extension of contract time. Based on actual hours expended to provide construction administration services on the project to date, the value of 180 calendar days of construction administration services was calculated as \$12,000.00. With this Amendment No. 1, we propose to add \$12,000.00 to the compensation amount established for Construction Administration Services in the Original Agreement.

III. **Changes in Compensation – Refer to Exhibit “C” Payment Schedule (Original Agreement)**

- **Refer to Basic Services, Part II-Design Phase**  
We propose to be compensated \$9,700.00 for the additional engineering design services required to extend the proposed 21-inch diameter sewer across the DART Railroad, and extending to Willow Wood Road.
- **Refer to Basic Services, Part IV-Construction Phase**  
We propose to be compensated \$12,000.00 for the additional construction administration services necessary to extend the construction contract time by 180 calendar days.
- **Refer to Additional Services, A. Field Surveys (Design, Construction, Boundary)**  
We propose to be compensated \$1,700 for the additional field surveying services required to extend the proposed 21-inch diameter sewer across the DART Railroad, and extending to Willow Wood Road.

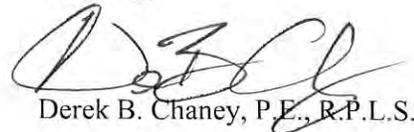
The payment schedule in the original agreement is hereby modified as shown on the following page to provide compensation for the changes in project scope noted in this Amendment No. 1.

**Exhibit "C"**  
**Payment Schedule**

Engineering Services Task		Original Contract Amount	Amendment No. 1	Revised Contract Amount
<b>Basic Services</b>	Preliminary Design Phase	\$15,500	\$0	\$15,500
	Design Phase	\$112,000	\$9,700	\$121,700
	Bidding Phase	\$7,900	\$0	\$7,900
	Construction Phase	\$24,500	\$12,000	\$36,500
	<b>Subtotal, Basic Services</b>	<b>\$159,900</b>	<b>\$21,700</b>	<b>\$181,600</b>
<b>Additional Services</b>	Field Surveys	\$35,700	\$1,700	\$37,400
	Preparation of Easement Plat & Field Notes	\$39,000	\$0	\$39,000
	Geotechnical Evaluation and Report	\$11,500	\$0	\$11,500
	NTMWD Coordination Meetings	\$3,200	\$0	\$3,200
	Printing of Final Plans & Specifications	\$2,500	\$0	\$2,500
	Preparation of Construction Record Drawings	\$2,500	\$0	\$2,500
	<b>Subtotal, Additional Services</b>	<b>\$94,400</b>	<b>\$1,700</b>	<b>\$96,100</b>
<b>Grand Total:</b>		<b>\$254,300</b>	<b>\$23,400</b>	<b>\$277,700</b>

If this Amendment No. 1 to our professional engineering services agreement for the South Maxwell Creek Parallel Trunk Sewer project, dated October 25, 2012 meets with your approval, please have one original executed and returned to our office. We are standing by to begin work on the additional scope of outlined in the amendment upon your authorization to proceed.

Sincerely,



Derek B. Chaney, P.E., R.P.L.S.

Enclosures

cc: Mr. Bernie Parker

**APPROVED BY THE CITY OF MURPHY, TX**

By: **Mr. James Fisher, City Manager**

Date:

## PROFESSIONAL ENGINEERING SERVICES AGREEMENT

**THIS AGREEMENT** is made and entered into by and between the **City of Murphy, Texas**, hereinafter referred to as "City", and **Birkhoff, Hendricks & Carter, L.L.P.**, hereinafter referred to as "Engineer", to be effective from and after the date as provided herein.

### WITNESSETH:

**WHEREAS**, the City desires to engage the services of the Engineer to complete engineering design, bidding phase services, construction administration phase services; and provide surveying services for the

*South Maxwell Creek Parallel Trunk Sewer, from the DART RR to the NTMWD Point of Entry*

All together , hereinafter referred to as the "Project"; and

**WHEREAS**, the Engineer desires to render such engineering design services for the City under the terms and conditions provided herein.

### **NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:**

That for and in consideration of the covenants contained herein, and for the mutual benefits to be obtained hereby, the parties hereto agree as follows:

#### **I. Employment of the Engineer**

The City hereby agrees to retain the Engineer to perform professional engineering services in connection with the Project; Engineer agrees to perform such services in accordance with the terms and condition of this Agreement.

#### **II. Scope of Services**

The parties agree that Engineer shall perform such services as are set forth and described in Exhibit "A", which is attached hereto and thereby made a part of this Agreement. The parties understand and agree that deviations or modifications, in the form of written changes may be authorized from time to time by the City.

### **III. Schedule of Work**

The Engineer agrees to commence services immediately upon execution of this Agreement, and to proceed diligently with said service to completion as described in the Completion Schedule attached hereto as Exhibit "B" and thereby made a part of this Agreement.

### **IV. Compensation and Method of Payment**

The parties agree that Engineer shall be compensated for all services provided pursuant to this Agreement in the amount and manner described and set forth in the Payment Schedule attached hereto as Exhibit "C" and thereby made a part of this Agreement. Engineer further agrees that it will prepare and present such monthly progress reports and itemized statements as are described in said Exhibit "C". City agrees to pay invoices upon receipt.

### **V. Insurance**

Engineer agrees to procure and maintain for the duration of the contract Professional Liability Insurance (\$1,000,000), Worker's Compensation, General Liability and Automobile Insurance.

### **VI. Assignment and Subletting**

The Engineer agrees that neither this Agreement nor the services to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Engineer further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Engineer from its full obligations to the City as provided by this Agreement.

### **VII. Contract Termination**

The parties agree that City or the Engineer shall have the right to terminate this Agreement without cause upon thirty (30) days written notice to the other. In the event of such termination without cause, Engineer shall deliver to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, reports, photographs or other items prepared by Engineer in connection with this Agreement. Engineer shall be entitled to compensation for any and all services completed to the satisfaction of City in accordance with the provisions of this Agreement prior to termination.

### **VIII. Engineer's Opinion of Cost**

The parties recognize and agree that any and all opinions of cost prepared by Engineer in connection with the Project represent the best judgment of Engineer as a design professional familiar with the

construction industry, but that the Engineer does not guarantee that any bids solicited or received in connection with the Project will not vary from the opinion by the Engineer.

### **IX. Ownership of Documents**

Original drawings, specifications and reports are the property of the Engineer; however, the Project is the property of the City. City shall be furnished with such reproductions of drawings, specifications and reports. Upon completion of the services or any earlier termination of this Agreement under Article VII, Engineer will revise drawings to reflect changes made during construction as reported by the City and contractor, and he will furnish the City with one complete set of reproducible drawings, two sets of record prints, and electronic files.

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This Agreement, including the exhibits hereto numbered "A" through "C" constitutes the entire agreement by and between the parties regarding the subject matter hereof.

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**CITY OF MURPHY, TEXAS**

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**

By: \_\_\_\_\_  
James Fisher, City Manager

By: \_\_\_\_\_  
Gary C. Hendricks, P.E., R.P.L.S.

Date: \_\_\_\_\_

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**ATTEST:**

**ATTEST:**

By: \_\_\_\_\_

By: \_\_\_\_\_

# EXHIBIT “A”

## ENGINEERING SERVICES

### *South Maxwell Creek Parallel Trunk Sewer*

*From the DART Railroad to the NTMWD Point of Entry*

#### **General Project Description:**

Engineering design, bidding phase services, construction administration phase services; field surveys, and geotechnical investigations and evaluation services for the South Maxwell Creek Parallel Trunk Sewer from the DART Railroad to the NTMWD Point of Entry. The project generally consist of approximately 14,700 linear feet of 15-inch, 18-inch, 21-inch and 24-inch diameter sanitary sewer pipe generally parallel to the existing S. Maxwell Creek Trunk sewer as outlined in the *South Maxwell Creek Trunk Sewer –Population, Flow Projects and Capital Improvement Plan Report* to the City of Murphy, dated June 2, 2011.

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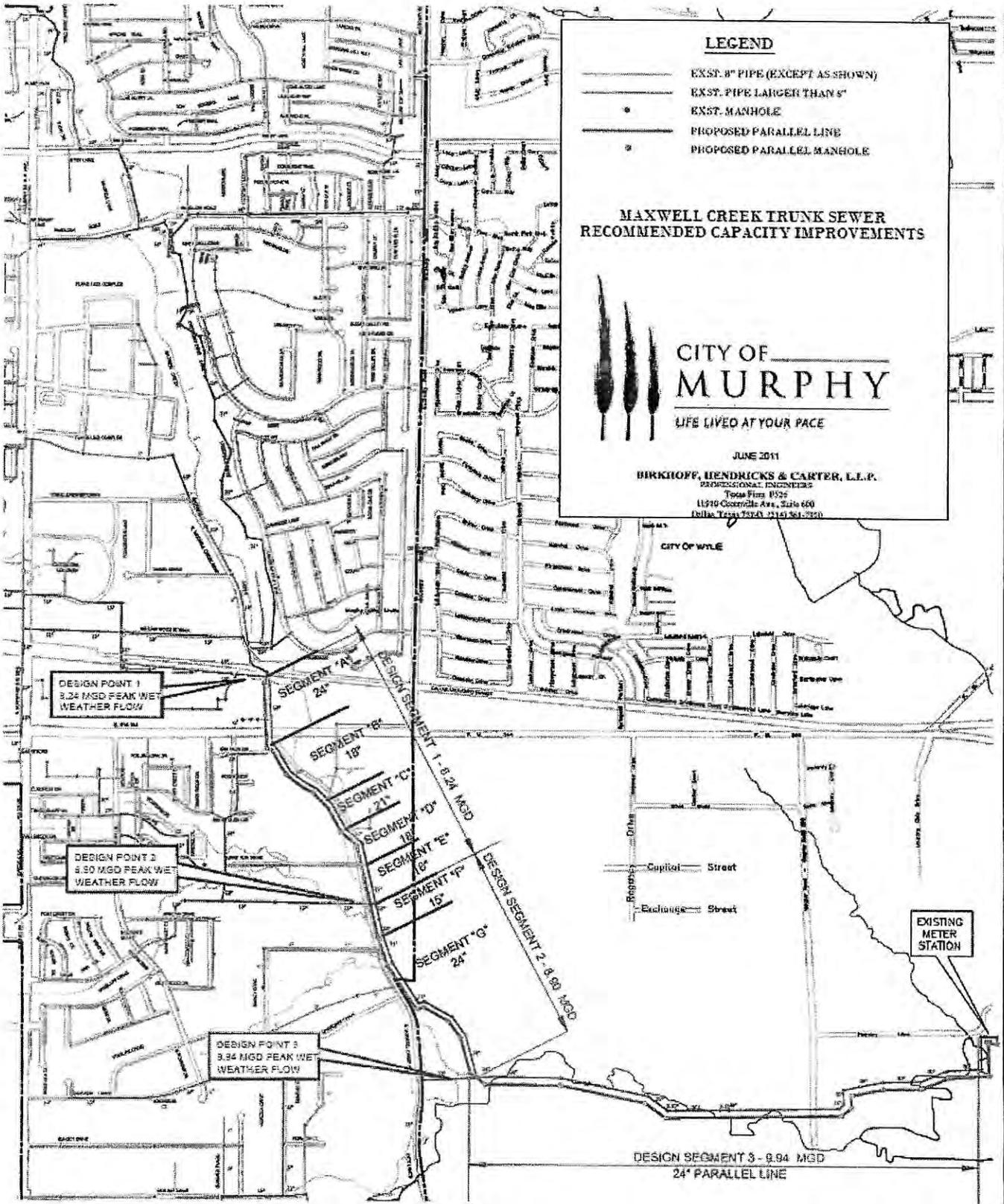
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# EXHIBIT "A"

## South Maxwell Creek Parallel Trunk Sewer

(From the DART Railroad to the NTMWD Point of Entry)

### Project Location Map



**EXHIBIT “B”**

***South Maxwell Creek Parallel Trunk Sewer***

*From the DART Railroad to the NTMWD Point of Entry*

**COMPLETION SCHEDULE**

This Completion Schedule is based on an expected notice to proceed date of **January 2, 2013**. Should the notice to proceed date be changed, this schedule will adjust to accordingly.

Notice to Proceed .....	January 2, 2013
Intitial Project Meeting .....	January 8, 2013
Permission to Survey Request.....	January 8 – 30, 2013
Begin Field Surveys .....	February 1, 2013
Complete Field Surveys .....	March 15, 2013
Submit Preliminary Phase Letter Report to City for Review .....	March 29, 2013
Receive Review Comments from City .....	April 5, 2013
Submitt Plats and Field Notes for Easement Acquisition: .....	April 30, 2013
Complete Final Plans .....	June 28, 2013
Easement Acquisition (By others).....	May 1 – Sept. 1, 2013
Advertise Project .....	October, 2013
Receive Bid .....	November, 2013
Award Contract .....	November, 2013
Notice to Proceed with Construction .....	December, 2013
Construction Complete .....	October, 2014

## EXHIBIT “C”

### PAYMENT SCHEDULE

Payment for the basic services described under Parts I, II, III and IV, shall be on a **Lump Sum Basis** in the following Amounts:

Part I: Preliminary Design Phase.....	\$15,500 (10%)
Part II- Design Phase: .....	\$112,000 (70%)
Part III - Bidding Phase: .....	\$7,900 (5%)
Part IV - Construction Phase .....	<u>\$24,500 (15%)</u>
<b>Total Amount, Basic Services (Parts I –IV): .....</b>	<b>\$159,900 (100%)</b>

For the Additional Services described in Part V, we propose to be compensated on a salary cost basis times a multiplier of 2.35, with expenses at actual invoice cost times 1.15. Automobile mileage for special services will be invoiced at \$0.50 per mile. Rental rates for surveying equipment, if required or requested by the City are \$125 per day for Total Station, \$200 per day for GPS instrument with one rover unit, \$300 per day for GPS with two rover units.

We suggest you budget approximately \$94,400 in the following amounts for our services on this project:

A. Field Surveys(Design ,Construction and Boundary) .....	\$35,700
B. Preparation of Plats and Field Note Descriptions (26 each):.....	\$39,000
C. Geotechnical Evaluation and Report (by our subconsultant): .....	\$11,500
D. NTMWD Coordination Meetings (4 each):.....	\$3,200
E. Printing of Final Plans and Specifications .....	\$2,500
F. Preparation of Construction Record Drawings:.....	<u>\$ 2,500</u>
<b>Total Amount, Additional Services (Part IV): .....</b>	<b>\$94,400</b>

Payments are to be made on a monthly based on the percent complete of the design or construction phase for the Basic Services, and based on the actual hourly expenditures for the Special Services.

The maximum overall fee established herein shall not be exceeded without written authorization from the City, based on increased scope of services.

**BIRKHOFF, HENDRICKS & CARTER, L.L.P.**  
**PROFESSIONAL ENGINEERS**

11910 Greenville Ave., Suite 600      Dallas, Texas 75243      Fax (214) 461-8390      Phone (214) 361-7900

JOHN W. BIRKHOFF, P.E.  
GARY C. HENDRICKS, P.E.  
JOE R. CARTER, P.E.  
MATT HICKEY, P.E.  
ANDREW MATA, JR., P.E.  
JOSEPH T. GRAJEWSKI, III, P.E.  
DEREK B. CHANEY, P.E.  
CRAIG M. KERKHOFF, P.E.

February 16, 2016

P. C. Contractors, LLC  
P.O. Box 470930  
Fort Worth, Texas 76147

TRANSMITTED  
VIA EMAIL  
& U.S. MAIL

Re: City of Murphy, Texas - South Maxwell Creek Parallel Trunk Sewer  
NTMWD Excessive Inflow Matter – Wastewater Treatment Cost

Gentlemen:

In the letter to PC Contractors, LLC, dated February 11, 2016, you were directed to forward full payment in the amount of **\$86,841.13** regarding the excessive inflow matter occurring in late October, 21015 in connection with the South Maxwell Parallel Trunk Sewer Project. The aforementioned letter also noted that the cost of wastewater treatment resulting from the inflow matter was not yet known on the date published.

The North Texas Municipal Water District (NTMWD) has now provided the City of Murphy with an estimated cost of **\$92,406** for the wastewater treatment of excessive flows received at the NTMWD Muddy Creek Regional Wastewater Treatment Plant. The methodology used by the NTWMD to develop this estimated cost is shown by the attached summary of treatment volumes and associated costs.

Upon the City of Murphy's receipt of invoice for these charges, a written directive for you to submit full payment for the excess treatment costs will be issued.

Sincerely,



Derek B. Chaney, P.E., R.P.L.S.

Enclosure

cc: Mr. James Fisher  
Mr. Bernie Parker  
Mr. Scott Hoelzle, P.E.

Muddy Creek WWTP

	Murphy (1,000 Gallons)		Wylie (1,000 Gallons)		Total (1,000 Gallons)	
10/16	121,173	43%	157,960	57%	279,133	100%
11/16	92,476	31%	201,223	69%	293,699	100%
12/16	85,349	29%	204,457	71%	289,806	100%
Total	298,998	35%	563,640	65%	862,638	100%

FY16 Budget						
1,000 Gallons	619,009	28%	1,572,831	72%	2,191,840	100%
Charges	\$ 1,543,422		\$ 3,943,733		\$ 5,487,155	

Estimated Flows	92,476	Murphy 11/16 Flow	201,223	Wylie 11/16 Flow		
	72,131	78% of 11/16 Flow	157,960	Wylie 10/16 Flow		
				78% 10/16 Flow as Percentage of 11/16 Flow		
	121,173	Murphy 10/16 Flow				
	72,131	Estimated Normal 10/16 Flow at 78% of 11/16 Flow				
	49,042	Estimated Excess Flow				

FY16 Estimated						
1,000 Gallons	619,009	FY16 Budget				
	49,042	Estimated Excess Flow				
	668,051	30%	1,572,831	70%	2,240,882	100%
Estimated Charges	\$ 1,635,828		\$ 3,851,327		\$ 5,487,155	
Budgeted Charges	\$ 1,543,422		\$ 3,943,733		\$ 5,487,155	
Estimated Adjustment	\$ 92,406		\$ (92,406)		\$ -	

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February 16, 2016

P. C. Contractors, LLC  
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TRANSMITTED  
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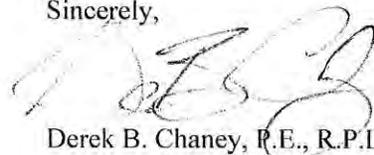
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Estimated Adjustment	\$ 92,406		\$ (92,406)		\$ -	

**City Council Meeting**  
**March 1, 2016**

---

**Issue**

Consider and/or act on an external audit for the City's water meter system.

**Staff Resource/Department**

James Fisher, City Manager

**Summary**

The City Council during the adoption of the FY 16 Annual Budget postponed action concerning the adjustment of the City's water rates until later in the fiscal year (it was recommended to visit this issue in January 2016). However, due to strong water sales in the late summer months, I am recommending we continue to postpone discussion until this summer when the FY 17 Annual Budget is drafted.

Also, during the late summer months there was great concern from several residents regarding the amount of water usage they were billed and accuracy of the City's water meters. The City conducted a random sample of 115 water meters and found that 90% of the sample tested within acceptable American Water Works Association accuracy standards for meters. Several cities did similar reviews, but hired independent auditors to review their systems. I do not believe we have an issue, but I am open to review and corrective actions, if the City Council feels that it is warranted.

Currently, our water supply lakes are at capacity and I do not believe we will be looking at restrictions during the upcoming season, except a limitation to twice a week and no watering between the hours of 10 am and 6 pm. I think we all need to continue to water wisely and conservatively, no matter what the area lake levels represent.

**Attachments**

- Special City Council Budget Work Session Meeting Minutes, July 14, 2015
- Murphy City Council Minutes, July 21, 2015
- Murphy City Council Minutes, September 15, 2015
- Murphy City Council Minutes, October 6, 2015
- Memorandum from New Gen Strategies & Solutions
- Meters Data Sheet SRll Low Lead Meters
- AquaHawk Allerting 2015
- Utiliuse Proposal

## SPECIAL CITY COUNCIL BUDGET WORK SESSION MEETING MINUTES

## COMMUNITY ROOM

JULY 14, 2015 at 6:30 PM

**1. CALL TO ORDER**

Mayor Eric Barna called the meeting to order at 6:30 pm.

**2. ROLL CALL AND CERTIFICATION OF A QUORUM**

Susie Quinn, City Secretary, certified a quorum with the following Councilmembers present:

Mayor Eric Barna (arrived at 6:41 pm)  
Mayor Pro Tem Scott Bradley  
Deputy Mayor Pro Tem Owais Siddiqui  
Councilmember Ben St. Clair  
Councilmember Sarah Fincanon  
Councilmember Betty Nichols Spraggins  
Councilmember Rob Thomas

**3. INDIVIDUAL CONSIDERATION**

- A. Discussion regarding the FY 2016 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

City Manager James Fisher and Finance Director Linda Truitt presented the General Fund and Utility Fund to members of Council and Staff present. A three percent (3%) raise for employees was discussed and consensus reached. The compensation study is still in progress and will be presented to Council at a future meeting. Virtual workspace purchase was also discussed and the fact that allowing working from home has definite advantages. Items listed that are going to be presented to MMDD and MCDC for potential funding were requested to have "the why" listed along with the items and dollars. There were discussions regarding Smart 911 and consensus was reached to wait until 2016-2017 and check to see if other cities/towns in the area adopt this technology before the city funds this item.

In regards to the Utility Fund, there were discussions by all on the water rate and potential concerns with the water rate. The months with the most water sold will be July, August and most of September, so it is impossible to predict the total loss in the Utility Revenues until those months have ended. Because this is one of the wettest springs and early summers that we have experienced in several years, it is increasing the gap of the guaranteed water purchased from the North Texas Municipal Water District and the water sold by the city. The consultant who conducted the rate study in 2014 suggested strongly that the water sales be monitored closely to ensure that the utility fund is adequately funded and adjustments to rates are made as needed. The consensus is to keep the water rates at the current rates and address needs for increasing it in the future, depending on water sales and the weather.

B. Betsy Lane Road Widening Project

We have a problem with COSERV, there is a gas line that needs to be relocated.

C. South Maxwell Creek Parallel Trunk Sewer Line

This project is on track and going smooth.

D. North Murphy Road

Safe Routes contractors are working to get the crosswalks completed by August 24<sup>th</sup> by the time school starts. The stone on the Rolling Ridge retaining wall will begin shortly, and there is a discussion currently on what type of stone to use for the wall.

TxDOT did not allocate funding for the weed growth resulting in the areas near and around the construction on North Murphy Road, so the City is discussing various options.

**9. ADJOURN REGULAR MEETING**

With no further business, the meeting was adjourned at 7:03 pm and stated that Council would move to the Community Room to conduct the budget worksession.

**10. OPEN BUDGET WORKSESSION - CONVENE TO THE COMMUNITY ROOM**

Mayor Barna opened the budget worksession at 7:12 pm, in the Community Room, with all Council Members present.

A. Discussion regarding the FY 2016 General Fund and Utility Fund Revenues and Expenditures and other associated budget discussions.

City Manager Fisher gave an overview of the updated proposed budget. Total adjustments for the General Fund are \$446,800 from the prior conversations from budget meetings. The fund request of \$215,800 from the Community Development Corporation was approved.

There was discussion regarding about the tax rate decreasing as appraisals level out but expenditures increasing as population growth continues, and how that will need to be managed. For the Utility Fund the water sales and water rates were discussed at length. Also discussed is the need to pass along the cost that the City consumes for the residents from the North Texas Water District and to see how the El Nino affects water sales in the upcoming months. Council wants to review this again after the new fiscal year begins to determine if it will be necessary to increase water rates as recommended by the consultant.

November Presidential election to see what we encounter. Council discussed the options for having signs placed, and by consensus, no signs are to be placed in the fenced-in area of the Community Center.

**H. Discussion of water consumption and billing.**

City Manager James Fisher explained that the Customer Service staff performed a random water audit to make sure the meters were functioning properly. Out of the 120 meters tested, 5 meters had leaks and were excluded from the audit. In total, 115 were checked, there were 6 more leaks, and all leaks were reported to the homeowners. The American Water Works Association accuracy standards for residential ¾" meter is 98.5% to 101.5%; 105 of the tested meters were within the standards; 10 meters tested below standards; and 1 meter tested above standards. Fisher also explained the gallons used by the residents and gallons the city is required to buy.

There was a resident who asked for clarification on the water bill cycle. Council and Customer Service Manager Candy McQuiston explained the dates on the bills.

**I. Discussion on the Murphy Police Department Body Worn Camera Policy.**

City Manager James Fisher explained that the police department is ready with the cameras, and the policy will be coming back to council on October 4<sup>th</sup> for council review at the request of Councilmember St. Clair so he can be in attendance. We are still working on a policy for the amount of time to store the taped date and where to store the data collected from the body cameras.

**8. CITY MANAGER/STAFF REPORTS**

**A. Timbers Nature Preserve**

City Manager Fisher gave update and there will be a walk through on October 10<sup>th</sup> with the residents to voice their concerns.

**B. Betsy Lane Road Widening Project**

City Manager Fisher said this project is ahead of schedule should be completed by December.

**C. South Maxwell Creek Parallel Trunk Sewer Line**

This project is going well.

explained she sees traffic turning around in the driveways on her street because it is not a through street, and if they open it to S Maxwell it would become an even busier street. She wants Council to maintain the SF 20 lots along FM 544 to keep the integrity of the area.

**Harmony Moses**, resident, is concerned with Oak Glen being punched through. She does not want this to be a through street.

Council suggested this item to be on the second meeting in November to allow time for a Town Hall meeting (scheduled for November 3, 2015) for better conversation between Council and the residents.

There was no action taken on this item.

**COUNCIL ACTION (6.A.):**

**NO ACTION**

**B. Discussion of water issues.**

City Manager Fisher explained that this item was placed on the agenda to allow Council to interact with citizens if they came to the meeting to discuss their water bills during public comment. City Manager James Fisher asked citizens to please contact the Customer Service department with any questions or concerns regarding their water bills and/or meter.

The City is a consumer of the water from the North Texas Municipal Water District just as the citizens buy their water from the City of Murphy. Council also explained the water fee is not just for water usage, it is for a multitude of things that go into supplying water, such as the meters, the pipes, the water towers, the pumps, etc. In the future, cities will be faced with changes in water and possibly the supplier. All of north Texas is having these types of water billing concerns.

This item was for discussion only.

**C. Consider and/or act upon a Murphy Food Truck Court and additional PSA Murphy and Central Park parking.**

City Manager, James Fisher explained this idea was brought to him by Mayor Barna, Mayor Pro Tem Bradley and a few other individuals to see if it would be a possibility for Murphy. The park consultant assisted with the project. Fisher also explained Murphy Municipal Development District (MMDD) has agreed to pay a third of the costs, and the City would pay a third and the Murphy Community Develop Corporation (MCDC) is being asked to pay a third. MCDC and MMDD would be repaid over one or two years. There will be some trees removed and a clearing will be needed. Some trees will be replaced Council asked for clarification on lighting for the area, Fisher confirmed there will be lighting but not excessive lighting. Council also asked for how Central Park is being utilized currently and wanted to make certain the Park board will have time to discuss.

**COUNCIL ACTION (6.C.):**

**APPROVED**



1300 E. Lookout Drive  
Suite 100  
Richardson, TX 75082  
Phone: (972) 680-2000

## Memorandum

**To: Mr. James Fisher and Ms. Linda Truitt**

**From: Mr. Chris Ekrut**

**Date: July 20, 2015**

**Re: Recommended Water Rate Action for FY 2016**

---

### Introduction

In February 2014, our Firm was engaged by the City to conduct a Water and Sewer Rate Study which encompassed a five (5) year forecast of projected water and sewer rates. Due to the recent changes in weather experienced by the Metroplex, our Project Team has undertaken a review of our original study assumptions as compared to actual performance to determine what adjustments, if any, may be warranted to our original study conclusions. This memorandum briefly details this comparison and provides our recommendations on potential rate action the City Council may wish to consider for FY 2016.

### Background

In our Final Report regarding the Water and Sewer Rate Study, dated July 2014, we noted the following in the report's introduction:

*"The analysis performed by NewGen is designed to take into account the foreseeable changes from the current fiscal year (FY 2014) through FY 2019. The goal is to construct a planning tool with which the City can gain an understanding of the issues that need to be addressed during the Study's planning horizon. A critical benefit is the quantification of the long-range impact of decisions being made today. As with any forecast, assumptions must be made and the City should be aware that the actual rates required may be different from the projected rates outlined in this report due to unforeseen changes such as system growth, inflation, etc. In addition, it should be noted that this analysis is based on data provided by the City. While this data has been reviewed and tested for accuracy to the extent possible, if the data relied on by the Project Team to produce this analysis is inaccurate and not reflective of the actual operation and/or financial condition of the City's water and sewer system, then the results of this analysis may merit revision."*

Further, it was noted in a presentation to the City Council on May 20<sup>th</sup>, 2014 that the City "must monitor rate performance on a monthly basis" and that "if operational performance varies from assumptions, then immediate action should be contemplated, particularly if consumption is reduced."

As part of our conclusions from the 2014 Study, our Project Team projected that no change to the "City" portion of the water rates, after initial adjustment in FY 2015, would be needed through the study period ending in FY 2019. The Project Team did recommend annual adjustment of the pass-through portion of the rate which recovers the cost of water charged by North Texas Municipal Water District ("NTMWD") to the City.

# Memorandum

Mr. James Fisher; Ms. Linda Truitt  
July 20, 2015  
Page 2

## Review of Assumptions

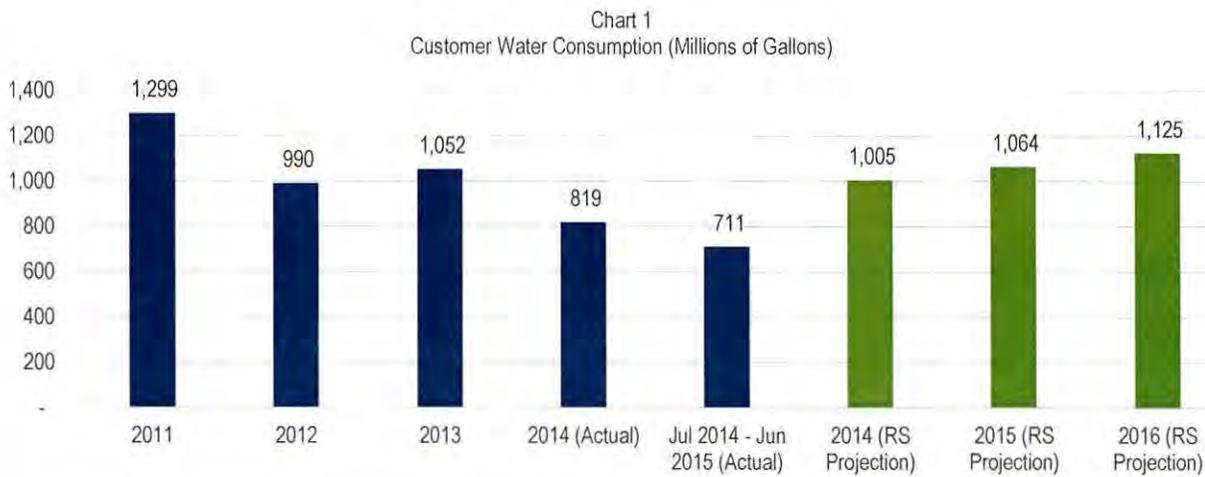
Our Project Team's original projections and recommendations were predicated on an assumed customer consumption level of just over 1 billion gallons annually. This projected consumption amount was arrived at by reviewing monthly per customer consumption levels from FY 2011 through FY 2013 in which recorded precipitation levels were closest to normal according to National Weather Service figures. When setting water rates, it is a common practice to project customer consumption under "normal" precipitation conditions. In doing so, it is understood that in wetter years, when consumption is less than anticipated, the City's revenue would likely be insufficient to fully cover costs. Conversely, in drier years, revenues would be greater than anticipated and the utility's financial position would recover. However, for this variation in the utility's revenue stream to work, we note that the City must have sufficient operating reserves to financially sustain itself during these wetter periods.

As the City Council is well aware, the majority of the State of Texas has been under varying levels of drought conditions since approximately 2011. The implementation of watering restrictions to sustain water supply levels through this drought resulted in reduced customer consumption levels beginning in approximately FY 2012, with significantly reduced customer consumption occurring in Fiscal Year 2014. The recent significant rainfall, while beneficial to dampening and in some cases ending the on-going drought conditions, has led to further reductions in customer consumption due to a lack of outdoor watering.

Chart 1 below illustrates the City's actual consumption from FY 2011 to FY 2014 and provides the Project Team's original projection of billed consumption for FY 2014 through FY 2016 (originally prepared during the conduct of the rate study from February 2014 to April 2014). As seen below, the Project Team's projected consumption in FY 2014 through FY 2016 is an accurate, if not slightly conservative projection based on the utility's historical performance from FY 2011 to FY 2013, particularly given that the projection for FY 2014 to FY 2016 assumed a 6% annual increase in Residential population from FY 2014 through FY 2017. However, the Project Team's conclusions were prepared prior to the summer of FY 2014 and did not anticipate the over 22% reduction in customer use between FY 2013 and FY 2014. Further, when compared against the latest available 12-months of data, the Project Team is concerned that customer consumption, and the utility's revenue stream based on this level of consumption, will not rebound adequately enough in FY 2016 to continue to hold current rates constant without jeopardizing the financial condition of the utility.

# Memorandum

Mr. James Fisher; Ms. Linda Truitt  
 July 20, 2015  
 Page 3



Assuming customer consumption does not rebound to anticipated levels in FY 2016, then the Project Team’s original recommendation of not making adjustments to the City Portion of the rate in FY 2016 may result in insufficient rate revenues during the coming fiscal year. While watering restrictions have been lifted at this time, there is a potential that consumers have permanently changed their water consumption behavior and consumption will not rebound to historic levels. Further, the continued implementation of more efficient appliances will only result in further reductions in customer consumption.

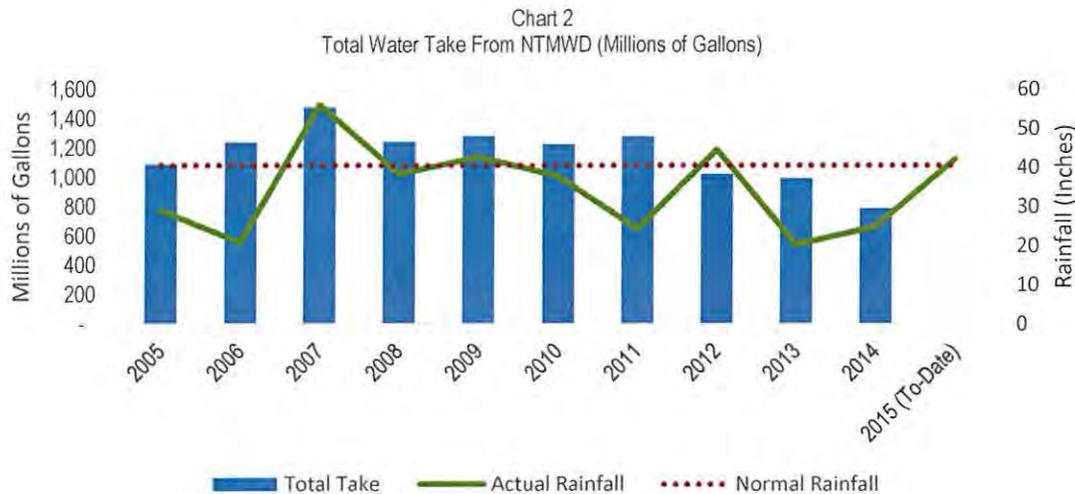
In an effort to derive a more accurate projection of customer consumption for FY 2016, the Project Team has reviewed the City’s historic water take from NTMWD as compared to historical precipitation. Chart 2 below presents this comparison. As seen below, the City has experienced a reduced level of water use from NTMWD since 2012 and has not recovered to pre-2012 levels. Given this, the Project Team believes that only actual data recorded from 2012 to the present should be used in developing an assumed level of customer consumption for FY 2016.

In looking at the actual consumption data in Chart 1 from FY 2012 to FY 2014, the Project Team believes that data from October 2013 to the present does represent an anomaly based on the imposition of significant outdoor watering restrictions followed by above normal rainfall. FY 2012, while still during the drought, was a time of increased rainfall, similar to what is currently being experienced. As such, the Project Team recommends that the consumption recorded in FY 2012 be used as a conservative measure of anticipated per connection consumption in FY 2016.

Assuming FY 2012 is used as the basis for projecting FY 2016 consumption, total anticipated water revenues from the City component of the rate structure are anticipated to be approximately \$3.29 million as compared to the original FY 2016 projected City component revenues of \$3.82 million, a variance of approximately \$0.53 million.

# Memorandum

Mr. James Fisher; Ms. Linda Truitt  
 July 20, 2015  
 Page 4



In determining a recommended rate action for FY 2016, consumption is just one variable to consider. The other variable that must be considered is the anticipated cost of the utility. Table 1 below provides a comparison of the projected water utility rate revenue requirement from the original study as compared to the latest figures provided by the City.

Table 1  
 Comparison of Original and Amended FY 2016 Rate Revenue Requirement

	Original Projection	Amended Projection	Variance
City Cost	\$ 2,934,330	\$ 2,553,008	(\$ 381,321)
NTMWD Cost	3,238,714	3,238,714	0
<b>Total Cost</b>	<b>\$ 6,173,044</b>	<b>\$ 5,791,723</b>	<b>(\$ 381,321)</b>
Less: NTMWD Pass-Through Revenues	(2,555,516)	(2,140,209)	415,307
Less: Other Revenues	(149,956)	(124,273)	25,683
<b>Rate Revenues Needed</b>	<b>\$ 3,467,572</b>	<b>\$ 3,527,241</b>	<b>\$ 59,669</b>

As evidenced above, the City's budgeted cost is approximately 13% below what was anticipated in the original rate study, while other revenue sources are also anticipated to be less. Also, because of the reduction in consumption, the pass-through revenues from the NTMWD portion of the rate structure are anticipated to be less, which further offsets any gains achieved by the reductions in the City's budget. The overall net effect of these changes in costs and offsetting revenues results in an increase in rate revenue need for the City above what was anticipated for FY 2016.

Table 2 below summarizes the overall impact of these changes in customer consumption as well as cost.

# Memorandum

Mr. James Fisher; Ms. Linda Truitt  
 July 20, 2015  
 Page 5

Table 2  
 Overall Summary of Impacts

	<u>Original Projection</u>	<u>Amended Projection</u>
Anticipated Rate Revenues	\$ 3,816,355	\$ 3,288,251
Rate Revenues Needed	3,467,572	3,527,241
Over / (Under) Recovery (\$)	\$ 348,783	(\$ 238,989)
Over / (Under) Recovery (%)	9.14%	(7.3%)

## Conclusion and Recommendation

In conclusion, the Project Team recommends the City Council consider some type of increase in the City portion of the rate structure for FY 2016. This is in addition to the increase in the NTMWD portion of the rate from \$2.11 to \$2.34. Based on the assumptions discussed herein, we recommend the Council consider increasing the City component of the volumetric rate by approximately 7.3%. Table 3 below outlines the recommended changes and presents the incremental impact these changes would have on a variety of customer water bills:

Table 3  
 Incremental Impact of Recommendations

	<u>Current Rate</u>	<u>Amended Rate</u>	<u>Variance</u>
City Volumetric Rate (per 000 gal):			
0 – 15,000 gallons	\$ 1.69	\$ 1.81	\$ 0.12
15,001 – 30,000 gallons	1.95	2.09	0.14
30,001 – 45,000 gallons	2.24	2.40	0.16
45,001 – 60,000 gallons	2.57	2.76	0.19
60,000 gallons +	2.96	3.18	0.22
NTMWD Rate (per 000 gal):			
All Volumes	\$ 2.11	\$ 2.34	0.23
Sample Monthly Residential Water Bills: (Assumes a 3/4-inch meter charge of \$20)			
5,000 gallons	\$ 39.00	\$ 40.75	\$ 1.75
10,000 gallons	58.00	61.50	3.50
13,200 gallons	70.16	74.78	4.62

Should the Council decide not to increase rates at this time, or determine that a lesser adjustment is needed, we highly recommend that customer revenues continue to be monitored on a monthly basis and

## Memorandum

Mr. James Fisher; Ms. Linda Truitt  
July 20, 2015  
Page 6

that the Council take immediate rate action as needed to ensure the long-term financial stability of the utility. We appreciate the opportunity to address the City Council and for the Council's consideration of the recommendations contained herein and stand ready to answer any questions City staff and/or the City Council may have regarding the information presented.

## City of Murphy

### Water Meter Information – Citizen Resources

When you hear the words “smart meter” you often think about your electric meter. With the growing technology in water meters some people often confuse their water meters as “smart meters”. The water meters used in the City of Murphy have a LCD display, but are far from smart meters. Smart Meters are an electronic device that records consumption of electric energy for monitoring and billing purposes; two-way communication is enabled between the meter and central system.

The City of Murphy uses Sensus SR11 and IPERL water meters. Both have LCD displays. These meters **do not** have two-way communication (see attached Appendix 1 - meter data sheet). The meters come to us from the factory with 100% accuracy and meets ANSI/AWWA C710 Standards. As the meter ages the accuracy will sometimes decline, however, the accuracy typically will go down in the customers favor. Example - If the meter is checked and the accuracy is 95% that means that you only paying for 95% of the water you are using. If the meter declines to a certain percentage using AWWA (American Water Works Association) standards a meter technician will do a meter change out. AWWA Accuracy Standards for Residential 3/4" Meter is 98.5 - 101.5%.

The City of Murphy also uses Flexnet Metering System and Aquahawk Reporting System. The Flexnet System is the backbone of our meter system. It is an automated meter reading system that collects meter reads up to 4 times every day. There is no way to communicate back to the meter. We rely on the radio antennas from the meter box to send a signal via Wi-Fi to the base station approximately every 6 hours back filling in the meter reads to our reporting system. Citizens can buy a meter key at a home improvement store and manually read the odometer on the water meter and compare it to the electronic reads that the city collects and uses for billing. Citizens can find these reads by registering at <https://MurpTX.AquaHawk.us> Historic reads are available and allow citizens to see consumption from previous weeks, months, seasons and years. Citizens can also request their records from our staff at [customerservice@murphytx.org](mailto:customerservice@murphytx.org) or by contacting 972-468-4100.

#### **AquaHawk Alerting- Free service for Murphy residents:**

The City recently added a customer portal called Aquahawk Reporting System to allow citizens to have access and be in control of their watering habits. This system is a leak detection system that customers are encouraged to sign up for at no cost. Once registered with Aquahawk you can set thresholds for estimated bill and water usage that will alert you when you get close to those limits. This system will also notify the systems of usual watering essentially discovering early leak detection. You can register for this service at <https://MurpTX.AquaHawk.us> (see Appendix 2 – AquaHawk Alerting).

#### **What is the ‘Water My Yard’ Program?**

The Water My Yard Program <http://WaterMyYard.org> is a service designed to provide homeowner’s guidance on when and how much to water their lawns. Information is provided in the form of a weekly email that includes how much water is needed and an estimate of how long to run the sprinklers to achieve this amount of water. Sign-up is easy and free!

These technologies that the City uses has made the meter reading more accurate and has made it faster and easier to detect a problem shall it arise.

**It's Free!**

## Subscribe to Receive Leak Alerts and Access your Water Usage Information Online

- ▶ Manage Water Usage
- ▶ Create a Monthly Water Budget
- ▶ Detect Potential Water Leaks
- ▶ Save Water & Money

AquaHawk Alerting is a **FREE** service for City of Murphy customers that will assist them in efficiently managing their water usage and lowering their monthly bills. Register today. It's easy!

After you register, you'll be able to:

### Receive timely leak alerts

You specify how you want to be contacted: e-mail or telephone. When your usage indicates a leak, we'll contact you. AquaHawk helps prevent costly property damage from unrepaired leaks and gives you peace of mind when you're away from your home.

### Monitor your water usage

See how much water you're using and an estimate of your bill anytime during the billing cycle.

### Manage water expenses

With Threshold Billing, you specify an amount of money (\$) or water (gallons) you don't want to surpass each month. If your usage is trending to exceed that value, we'll send you an e-mail alert.

### Learn ways to save

Get a better understanding of how you're using water by performing useful comparisons online. See how you compare to similar households. Learn effective ways to reduce water usage and save money!

### Register Now!

To register, visit: <https://MurpTX.AquaHawk.us>

## Customer Benefits

- Know about leaks before they cause costly damage!
- See exactly how much water your family is using each month.
- Set billing and usage limits, and never be surprised by a high bill again!
- Access your account from any internet-connected device - your smartphone, laptop, or desktop computer.
- Opt-in services lets you choose how you want to be contacted - e-mail, phone, etc.
- Receive alerts via e-mail or telephone.

*Complete access when you  
need it & how you want it!*

Powered By **AquaHawk**  
**ALERTING!** 



February 19, 2016

**Kristy Hedgepeth - Manager, Bids & Proposals**  
 6700 Guada Coma Drive • Schertz, TX 78154  
 Phone: (210) 967-6304 • Fax: (210) 967-6305  
 Email: khedgepeth@utiliuse.com  
 www.utiliuse.com

**Quote for** City of Murphy, Texas  
**Attention** Candy McQuiston  
**Address** 206 N Murohy Road  
**City, State, ZIP** Murphy, Texas 75094  
**Phone:** (972) 468-4045  
**Email:** cmcquiston@murphytx.org

Quantity	Description	Unit Price	Extended
6000	5/8" - 1" Water Meter Testing	\$19.50	\$117,000.00
3000	5/8" - 1" Water Meter Testing	\$21.88	\$65,640.00

This quotation on the product and services named, may be subject to the conditions noted below:

1. Net 30 Days to Pay
2. Freight Allow on orders over \$10,000.00
3. All quotes are valid for 90 days from date of quotation
4. Return product may be subject to 25% restocking fee
5. Pricing based on labor only
6. Sites with non-operational faucets will not be tested, unless given written approval
7. Testing will be performed off the hose bib using modified AWWA Standards
8. We estimate testing between 20 - 40 meters per day

**City Council Meeting**  
**March 1, 2016**

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**Issue**

Discussion on the copper and lead water monitoring report.

**Staff Resource/Department**

James Fisher, City Manager

**Summary**

*James,*

*We glossed over this at previous Council meeting. The letter sent out this week regarding copper/lead will cause much angst to the residents of Murphy. The "oversight" is totally unacceptable to me and every resident of Murphy.*

*I request a full root cause analysis be performed on this situation and the results presented at the first Council meeting in March. In this presentation I request:*

*1. Definition of the problem.*

City staff failed to conduct a copper lead water test this past summer per State Regulations. The City is on a 3 year testing program and our last test was in 2012, which did not raise any areas of concern.

*2. How long the problem existed before being caught.*

The end of October, senior city staff was notified that this test was not conducted. TCEQ was contacted immediately to see if we could perform the tests and we were advised no; we would have to wait until June 2016.

*3. What is the impact.*

The greatest impact is the public's trust in the City's Management of the Water System has been damaged. The stories of Flint, Michigan are all front page news and there is a lot of concern. The City of Murphy's lines are fairly new and made of plastic. The City is now in noncompliance with TCEQ and we will need to test in June 2016.

*4. What sequence of events led to the problem.*

Staff turnover. That is not an excuse or an acceptable reason, but a contributing factor.

*5. What other problems surround the occurrence.*

The City is not in compliance with TCEQ for the testing of lead and copper within our system. We will test in June 2016 to get us back into compliance. Again, this failure to test was the result of a staff member not performing their job tasks. This came to light when the employee advised of other Reports that were not filed.

*6. What is the reason the problem occurred.*

Staff failed at their job.

7. *What has been done to prevent this problem from happening again.*

The employee that was responsible for this task is no longer with the City. We have placed this item, as well as other Reports, on our calendars. We have also spoken with our testing laboratory about assistance of notification and they have placed us within their automatic notification and testing shipment reminder system. And finally, no longer is just one person on the notification system, it is several people.

8. *How will the solution be implemented.*

In June 2016, we will test 30 homes, from a sample size of 60, throughout Murphy. Homeowners will be asked to collect samples from their tap and return to the City (we will actually pick them up). The samples will be sent to the testing laboratory (the cost is approximately \$25/sample) and within 7-10 days, the Report will be available for the City. Once that is completed, it will be submitted to TCEQ for processing.

9. *Who will be responsible for the solution.*

Bernie Parker, Director of Public Services.

10. *Any risks (direct/indirect) associated with the solution (budget, personnel, etc.)*

The dollars were allocated in the FY 16 Annual Budget. We also made a staff change due to this incident.

*We have fined our residents 1000s of dollars due to water violation and they are now paying much more for water. They expect the City will operate a quality system with proper reporting to the state. We are going to take a very large PR hit with this one.*

*Eric*

**City Council Meeting  
March 1, 2016**

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**Issue**

Discussion regarding standardizing the speed limit on Betsy Lane between Dublin Road and McCreary Road.

**Staff Resource/Department**

Adana Barber, Police Lieutenant

**Summary**

The speed limit on Betsy Lane between Dublin Road and Murphy Road is already posted at 35mph. Betsy Road is a four lane divided roadway with a raised median. New construction of Betsy Lane East of Murphy Road to McCreary Road has made the configuration of the roadway consistent throughout the city limits of Murphy. Part of that roadway on Betsy Lane between Murphy Road and McCreary Road has been posted at 35mph and part has been posted at 45mph. A study of comparative roadways in Murphy and surrounding cities was performed and it is recommended that the entire length of Betsy Lane within the corporate city limits of Murphy be posted at 35mph.

**Attachments**

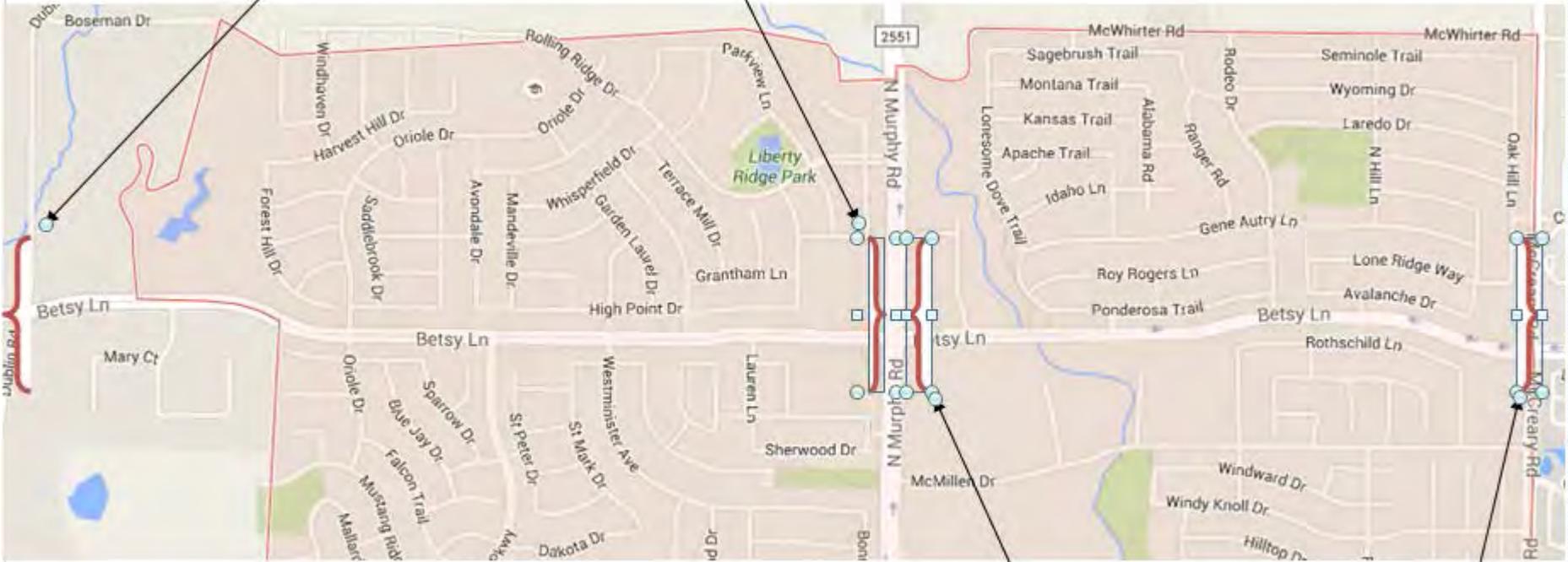
- PowerPoint Presentation
- Roadway Speed Limit Study

# Betsy Lane

- Discussion regarding standardizing the speed limit on Betsy Lane between Dublin Road and McCreary Road.



### Current Posted Speed Limit 35 mph (proposal to remain 35 mph)



Current Speed Limit 35 mph and 45 mph  
(Proposal to change to 35 mph only)



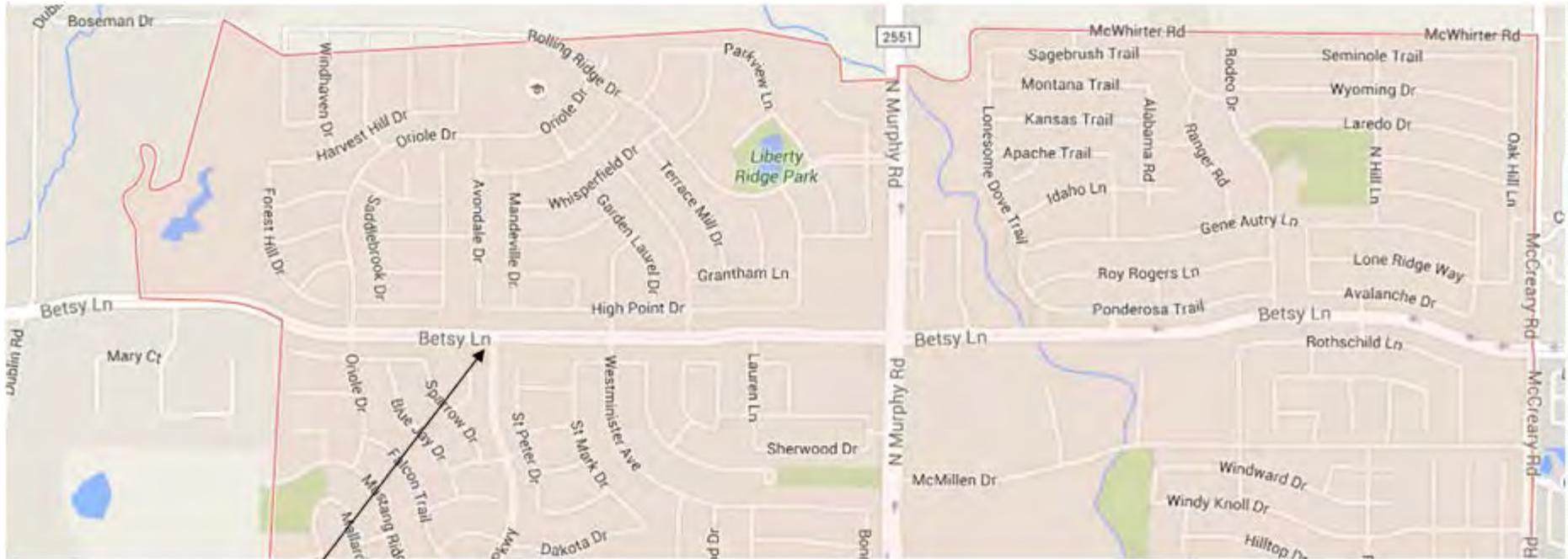
# Betsy Lane at Heritage Parkway

- Add a 3 way stop sign at the intersection

Reasons:

- Traffic calming
- Speed reduction on a cut through city street
- Reduce crashes
- Improve pedestrian crossing safety





Add a 3 way **Stop Sign** to slow East and West Traffic to reduce crashes and improve pedestrian crossing safety



## Comparative Roadways to Betsy Lane

These roadways are similar in construction and surroundings. Many run through residential areas and are divided 4 lanes with a raised median.

Roadway	City	Posted Speed Limit
Betsy Lane	Murphy	35 and 45
Los Rios	Plano	35
Park Lane	Plano	35
McCreary	Murphy	35
Dewitt	Sachse	40
Ranch	Sachse	40
Brown	Wylie	45 and 30 (changes around Elementary)
Renner	Richardson	40
Campbell	Garland	40 (two lane asphalt)
Brand	Plano	40
Brand	Richardson	40

Consideration was taken to precedent speed of 35mph on Betsy between Dublin Road and Murphy Road. Citizen input was also considered as well as the comparative speed of similar roadways inside the City of Murphy and surrounding Cities.

**City Council Meeting  
March 1, 2016**

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**Issue**

Discussion regarding Tibbals Elementary and the City Ordinance Sec. 20.03.047 Speed through school zones (f).

**Staff Resource/Department**

Arthur "Trey" Cotten, Police Chief  
Adana Barber, Police Lieutenant

**Summary**

Section 20.03.047 (f) of the Municipal Ordinances covers Speed through school zones. Section (f) specifically speaks of passing vehicles while in an active school zone.

The current ordinance reads as follows:

**Sec. 20.03.047 Speed through school zones**

(f) Passing another vehicle in school zone prohibited when school zone speed limit is in effect. Excluding roadways with four or more marked lanes, it shall be unlawful for any person to drive or operate a vehicle through a school zone as designated and established in this section between the school zone hours specified in this section on school days in such a manner as to overtake and pass another vehicle being driven in the same direction upon the same street within the school zone.

Two separate proposals are suggested to remedy complaints received regarding this ordinance.

**Solution One:**

Add additional signs around the school. The signs would include five no parking signs, a carpool lane sign and one sign that states no parking 6:45am – 7:30am and 2:30pm – 3pm School Days. There is a map attached to this document indicating where the signs would be placed. There are positives and negatives to this plan. The positive is that during normal school days with no special events, these signs would help with traffic flow and prevent dangerous traffic situations. The downside is that when the school has special events there would be decreased parking space for those events. In addition the signs would place a hardship on residents who live on those streets with regard to parking in front of their own home during school hours.

**Solution Two:**

Change the wording of the ordinance. The ordinance as it stands is vague and does not give clear direction to the enforcing officer.

**Proposed Ordinance:**

**Sec. 20.03.047 Speed through school zones**

(f) Passing another vehicle in school zone prohibited when school zone speed limit is in effect. It shall be unlawful for any person to drive or operate a vehicle through a school zone as designated and established in this section between the school zone hours specified in this section on school days in such a manner as to overtake and pass another vehicle being driven in the same direction by use of the oncoming traffic lane.

**Attachments**

- PowerPoint Presentation

# Tibbals Elementary

- Discussion regarding Tibbals Elementary and the City Ordinance Sec. 20.03.047 Speed through school zones (f)

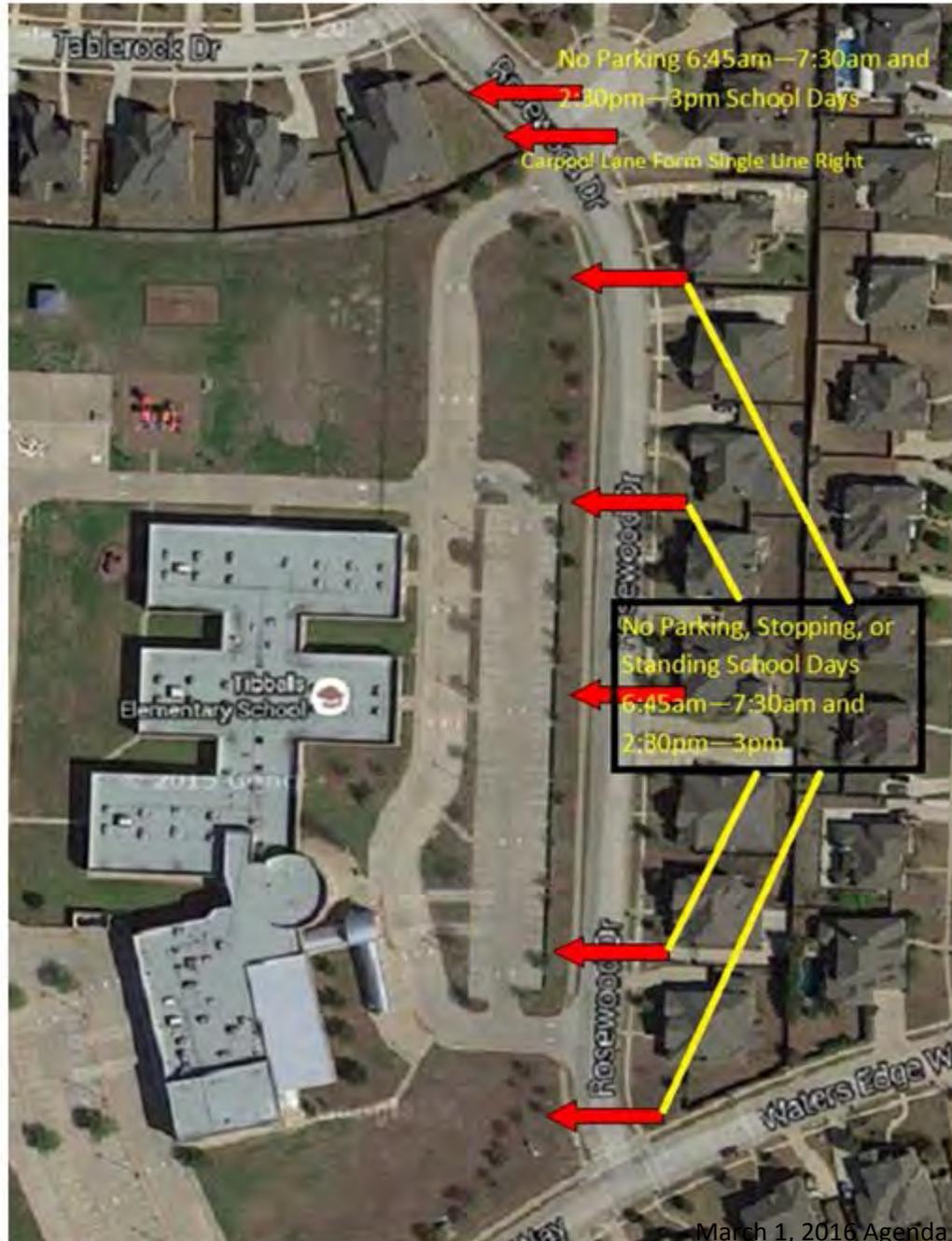


# Solution One:

- Add additional signs around the school. The signs would include five no parking signs, a carpool lane sign and one sign that states no parking 6:45am – 7:30am and 2:30pm – 3pm School Days. There is a map attached to this document indicating where the signs would be placed. There are positives and negatives to this plan. The positive is that during normal school days with no special events, these signs would help with traffic flow and prevent dangerous traffic situations. The downside is that when the school has special events there would be decreased parking space for those events. In addition the signs would place a hardship on residents who live on those streets with regard to parking in front of their own home during school hours.



Tibbals Elementary Proposed Signs



# Solution Two:

- Change the wording of the ordinance. The ordinance as it stands is vague and does not give clear direction to the enforcing officer.



# Current ordinance:

- **Sec. 20.03.047 Speed through school zones**
- (f) Passing another vehicle in school zone prohibited when school zone speed limit is in effect. Excluding roadways with four or more marked lanes, it shall be unlawful for any person to drive or operate a vehicle through a school zone as designated and established in this section between the school zone hours specified in this section on school days in such a manner as to overtake and pass another vehicle being driven in the same direction upon the same street within the school zone.



# Proposed Change:

- **Sec. 20.03.047 Speed through school zones**
- (f) Passing another vehicle in school zone prohibited when school zone speed limit is in effect. It shall be unlawful for any person to drive or operate a vehicle through a school zone as designated and established in this section between the school zone hours specified in this section on school days in such a manner as to overtake and pass another vehicle being driven in the same direction by use of the oncoming traffic lane.

